

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40138</i>
<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

## Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: CRC Select II

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.002 Modified Guaranteed

Filing Type: Form

SERFF Tr Num: HARL-125799679 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40138

Co Tr Num: IPD HL-CRCS2-08

State Status: Approved-Closed

Co Status: Initial Filing

Reviewer(s): Linda Bird

Authors: Robert Adamczyk,  
Kenneth Bach, Ginger Morgan,  
Tiffany Heist

Disposition Date: 09/29/2008

Date Submitted: 09/02/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: CRC Select II

Project Number: HL-CRCS2-08

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/29/2008

State Status Changed: 09/29/2008

Corresponding Filing Tracking Number:

Filing Description:

September 2, 2008

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

RE:Hartford Life Insurance Company NAIC 88072-091; FEIN 06-097-4148

HL-CRCS2-08 Individual Single Premium Modified Guaranteed Annuity Contract

Related Policy Forms – See list of forms below

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

Enclosed are the captioned Individual Annuity policy forms for your review and approval. These forms are new and do not replace any previously approved forms.

Contract HL-CRCS2-08. This contract is an individual market value adjusted deferred annuity, which provides a guaranteed interest rate for a specific period of time. The underlying assets are held in a non-unitized separate account, the values of which are guaranteed if held for specific periods. The contract contains a market value adjustment formula that is applied if the assets are withdrawn prior to the end of the specified periods.

Access Account Rider HL-CRCS2AA-08. This is a short-term account that will earn a fixed annual rate of interest that is compounded daily and will never be less than the non-forfeiture interest rate applicable in your state. The Contract Value may be transferred into the Access Account during the renewal window at the end of a Guarantee Period. We intend to attach this rider to the contract when it is issued.

Nursing Home Waiver of Surrender Charge Rider HL-CRCS2NH-08. This rider provides for a waiver of the Surrender Charge for surrenders during Nursing Home confinement, provided the contract owner meets the requirements of eligible confinement as defined in the rider. We intend to attach this rider to the contract when it is issued.

Charitable Remainder Trust Rider HL-CRCS2CRT-08. We intend to attach this to the contract when it is issued for Charitable Remainder Trust sales. This rider allows for a surrender charge free withdrawal of: the greater of: a) 15% of Contract Value as of the effective date of each Guarantee Period; or b) the Contract Value reduced by the total of any Premium Payments.

Extended Withdrawal Privilege Rider HL-CRCS2EWP-08. We intend to attach this to the contract when it is issued for tax-qualified retirement plan sales, to enable the client to withdraw the required minimum distribution, as required by federal tax law, without a Surrender Charge or Market Value Adjustment.

Please note that we may use other previously approved forms with this contract (e.g. IRA & Roth IRA Riders).

We have enclosed an Actuarial Memorandum which demonstrates compliance with the NAIC Modified Guaranteed Annuity Regulation.

These forms will be used for both qualified and non-qualified markets, and will be sold by professional, licensed agents

SERFF Tracking Number: HARL-125799679 State: Arkansas  
Filing Company: Hartford Life Insurance Company State Tracking Number: 40138  
Company Tracking Number: IPD HL-CRCS2-08  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed  
Product Name: CRC Select II  
Project Name/Number: CRC Select II/HL-CRCS2-08

in connection with retirement planning.

The bracketed items are variable and may be modified on a non-discriminatory basis. We have enclosed a Statement of Variable Material which describes the bracketing parameters.

This contract is registered with the Securities and Exchange Commission and is therefore exempt from the readability requirements of your state.

Unless otherwise informed, we reserve the right to alter the layout, format, color, and typeface of this form.

If you have any questions regarding this submission please contact me at (860) 843-7424 or John Monahan at (860) 843-6621. We look forward to your approval of these forms.

Sincerely,

Kenneth Bach  
Compliance/Contract Consultant  
Annuity State Filing

## Company and Contact

### Filing Contact Information

Kenneth Bach, Compliance/Contract Consultant Kenneth.Bach@hartfordlife.com  
200 Hopmeadow Street (860) 843-7424 [Phone]  
Simsbury, CT 06089 (860) 843-8014[FAX]

### Filing Company Information

Hartford Life Insurance Company	CoCode: 88072	State of Domicile: Connecticut
200 Hopmeadow Street	Group Code: 91	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0974148	

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SERFF Tracking Number:	HARL-125799679	State:	Arkansas
Filing Company:	Hartford Life Insurance Company	State Tracking Number:	40138
Company Tracking Number:	IPD HL-CRCS2-08		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.002 Modified Guaranteed
Product Name:	CRC Select II		
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$50.00	09/02/2008	22241323

SERFF Tracking Number:	HARL-125799679	State:	Arkansas
Filing Company:	Hartford Life Insurance Company	State Tracking Number:	40138
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TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.002 Modified Guaranteed
Product Name:	CRC Select II		
Project Name/Number:	CRC Select II/HL-CRCS2-08		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/29/2008	09/29/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	09/11/2008	09/11/2008	Tiffany Heist	09/25/2008	09/25/2008
Industry						
Response						

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Charitable Remainder Trust Rider	Form	Tiffany Heist	09/05/2008	09/05/2008
Charitable Remainder Trust Rider	Form	Tiffany Heist	09/05/2008	09/05/2008

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
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<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

## **Disposition**

Disposition Date: 09/29/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-125799679 State: Arkansas

Filing Company: Hartford Life Insurance Company State Tracking Number: 40138

Company Tracking Number: IPD HL-CRCS2-08

TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed

Product Name: CRC Select II

Project Name/Number: CRC Select II/HL-CRCS2-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		Yes
Supporting Document	Prospectus		Yes
Form (revised)	CRC Select II		Yes
Form	CRC Select II	Withdrawn	Yes
Form	Access Account Rider		Yes
Form	Nursing Home Waiver		Yes
Form (revised)	Charitable Remainder Trust Rider		Yes
Form	Charitable Remainder Trust Rider	Withdrawn	No
Form	Extended Withdrawal Privilege Rider		Yes
Form	Charitable Remainder Trust Rider		Yes

SERFF Tracking Number: HARL-125799679 State: Arkansas  
Filing Company: Hartford Life Insurance Company State Tracking Number: 40138  
Company Tracking Number: IPD HL-CRCS2-08  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed  
Product Name: CRC Select II  
Project Name/Number: CRC Select II/HL-CRCS2-08

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 09/11/2008  
Submitted Date 09/11/2008

Respond By Date

Dear Kenneth Bach,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Certification/Notice (Supporting Document)
- CRC Select II (Form)

Comment: Rule and Regulation 59s5(B)(3) requires insurer file a copy of any prospectus or other sales material to be used in connection with the marketing of the insurer's modified guaranteed annuity contract.

The Right to Examine Contract provision is not in compliance with Ark. Code Ann. 23-79-112(f)(1).

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 09/25/2008  
Submitted Date 09/25/2008

Dear Linda Bird,

### Comments:

### Response 1

Comments: In response to your objection, please note that a revised version of the contract with updated Right To Examine language has been attached.

Also, we have enclosed a draft of the prospectus that is being filed with the SEC.



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Filing Company: Hartford Life Insurance Company State Tracking Number: 40138  
Company Tracking Number: IPD HL-CRCS2-08  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed  
Product Name: CRC Select II  
Project Name/Number: CRC Select II/HL-CRCS2-08

Thank you

### Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- CRC Select II (Form)

Comment:

Rule and Regulation 59s5(B)(3) requires insurer file a copy of any prospectus or other sales material to be used in connection with the marketing of the insurer's modified guaranteed annuity contract.

The Right to Examine Contract provision is not in compliance with Ark. Code Ann. 23-79-112(f)(1).

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Prospectus

Comment: Please see copy of prospectus.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
CRC Select II	HL-CRCS2-08(AR)		Policy/Contract/Fraternal Certificate	Initial			HL-CRCS2-08(AR).pdf

#### Previous Version

CRC Select II	HL-CRCS2-08		Policy/Contract/Fraternal Certificate	Initial			HL-CRCS2-08_Contract 8-27-08_.pdf
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No Rate/Rule Schedule items changed.

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<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

Sincerely,

Ginger Morgan, Kenneth Bach, Robert Adamczyk, Tiffany Heist

SERFF Tracking Number: HARL-125799679 State: Arkansas  
 Filing Company: Hartford Life Insurance Company State Tracking Number: 40138  
 Company Tracking Number: IPD HL-CRCS2-08  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed  
 Product Name: CRC Select II  
 Project Name/Number: CRC Select II/HL-CRCS2-08

**Amendment Letter**

Amendment Date:  
 Submitted Date: 09/05/2008

**Comments:**

Please see revised version of the Charitable Remainder Trust Rider.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
HL-CRCS2CRT-08	Policy/Contr-act/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Charitable Remainder Trust Rider	Initial				0	

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
HL-CRCS2CRT-08	Policy/Contr-act/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Charitable Remainder Trust Rider	Initial					Charitable Remainder Trust Rider.pdf

SERFF Tracking Number: HARL-125799679 State: Arkansas

Filing Company: Hartford Life Insurance Company State Tracking Number: 40138

Company Tracking Number: IPD HL-CRCS2-08

TOI: A071 Individual Annuities - Special Sub-TOI: A071.002 Modified Guaranteed

Product Name: CRC Select II

Project Name/Number: CRC Select II/HL-CRCS2-08

## Form Schedule

**Lead Form Number:** HL-CRCS2-08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	HL-CRCS2-08(AR)	Policy/Cont	CRC Select II ract/Fratern al Certificate	Initial			HL-CRCS2-08(AR).pdf
	HL-CRCS2AA-08	Policy/Cont	Access Account ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	Access Account Rider.pdf
	HL-CRCS2NH-08	Policy/Cont	Nursing Home ract/Fratern Waiver al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	Nursing Home Rider.pdf
	HL-CRCS2CR T-08	Policy/Cont	Charitable ract/Fratern Remainder Trust al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	
	HL-	Policy/Cont	Extended Withdrawal	Initial		0	Extended

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40138</i>
<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

CRCS2EW	ract/Fratern Privilege Rider	Withdrawal
P-08	al	Priviledge
	Certificate:	Rider.pdf
	Amendmen	
	t, Insert	
	Page,	
	Endorseme	
	nt or Rider	
HL-	Policy/Cont Charitable	Initial
CRCS2CR	ract/Fratern Remainder Trust	Charitable
T-08	al Rider	Remainder
	Certificate:	Trust
	Amendmen	Rider.pdf
	t, Insert	
	Page,	
	Endorseme	
	nt or Rider	





**HARTFORD LIFE INSURANCE COMPANY**

**200 Hopmeadow Street**

**Simsbury, CT 06089**

(a stock life insurance company, herein called "We", "Us", "Our")

This Contract is issued to the Contract Owner (herein called "You", "Your") by Us on the Contract Issue Date, in consideration of the payment of the Premium Payment. We will provide You with the benefits described in this Contract.

This Contract is subject to the laws of the jurisdiction where it is delivered.

**READ THIS CONTRACT CAREFULLY**

**This is a legal Contract between You and Us.**

**RIGHT TO EXAMINE CONTRACT:** We want You to be satisfied with the Contract you have purchased. We urge You to examine it closely. If for any reason You are not satisfied with this Contract, You may cancel it by returning it within ten (10) days after You receive it. In such an event, We will pay You an amount equal to the Premium Payment paid under this Contract.

**MARKET VALUE ADJUSTMENT FORMULA**

This Contract contains a Market Value Adjustment formula. The formula may result in either upward or downward adjustments in the Gross Surrender Value. Details of the Market Value Adjustment are described in the Surrender Provisions on Page 8.

**SEPARATE ACCOUNT**

The Premium Payment will be deposited in a non-unitized separate account. All assets of Hartford Life Insurance Company are available to meet the guarantees under the Contract and are available to meet the general obligations of Hartford Life Insurance Company.

Signed for Hartford Life Insurance Company by:

[

**Richard G. Costello, Secretary**

**John C. Walters, President**

]

**NON-PARTICIPATING**

**INDIVIDUAL SINGLE PREMIUM  
MODIFIED GUARANTEED ANNUITY CONTRACT**

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## CONTRACT SPECIFICATIONS

<b>CONTRACT NUMBER</b>	[SAMPLE]	<b>CONTRACT ISSUE DATE</b>	[MARCH 1, 2008]
<b>ANNUITANT</b>	[MATTHEW BROWN]	<b>ANNUITY COMMENCEMENT DATE</b>	[OCTOBER 1, 2038]
<b>ANNUITANT AGE</b>	[35]	<b>ANNUITANT GENDER</b>	[MALE]
<b>CONTRACT OWNER</b>	[MATTHEW BROWN]	<b>PREMIUM PAYMENT</b>	[\$5,000]
<b>CONTINGENT ANNUITANT</b>		<b>GUARANTEE PERIOD</b>	[5 YEARS]
<b>BENEFICIARY</b>	[KELLY BROWN]	<b>GUARANTEE RATE</b>	[7%]
		<b>MINIMUM INTEREST RATE</b>	[1%]

**SURRENDER CHARGE:** This charge is determined by multiplying the applicable rate specified below by the amount of the Full or Partial Surrender that exceeds the Annual Withdrawal Amount. This charge does not apply to:

- [Surrenders during the 30 day period at the beginning of a subsequent Guarantee Period; or
- Surrenders of Contract Value held in the Access Account, if applicable; or
- Annuitization; or
- The Death Benefit; or
- Transfers from the current Guarantee Period into a new Guarantee Period made at the end of the then current Guarantee Period;
- Permissible transfers from or to any of the Accounts.]

This charge varies according to initial and subsequent Guarantee Periods and equals:

<b><u>INITIAL GUARANTEE PERIOD</u></b>		<b><u>EACH SUBSEQUENT GUARANTEE PERIOD</u></b>	
<b><u>YEAR</u></b>	<b><u>CHARGE</u></b>	<b><u>YEAR</u></b>	<b><u>CHARGE</u></b>
[1	6%	[1	4%
2	6%	2	3%
3	5%	3	2%
4	4%	4	2%
5	3%	5	2%
Thereafter	2%]	Thereafter	2%]

**ANNUAL FREE WITHDRAWAL AMOUNT:** The amount which is not subject to the Surrender Charge. [It equals any interest credited during the 12 months prior to the Surrender Date that was not previously withdrawn.]

**MINIMUM AMOUNT:** Partial surrenders may only be made if the remaining Contract Value after the Gross Surrender Value is deducted is at least the Minimum Amount of [\$500].

**ANNUITY PARAMETERS:** The Minimum Annuity Payment allowed is: [\$100.] The Annuity Commencement Date will not be deferred beyond the end of the Guarantee Period immediately following the later of:

- a) the Annuitant's [90<sup>th</sup>] birthday; or
- b) the [10<sup>th</sup>] Contract Year;

unless the Contract Owner elects a later Annuity Commencement Date In Writing, subject to laws and regulations then in effect and Our approval.

**ADMINISTRATIVE OFFICE OF THE COMPANY:** [Currently located at 200 Hopmeadow St., Simsbury, CT 06089. All correspondence concerning this Contract should be sent to Our mailing address: Hartford Life Insurance Company, P.O. Box 5085, Hartford, CT 06102-5085.]

## DEFINITIONS

**ADMINISTRATIVE OFFICE OF THE COMPANY.** Our administrative office is shown on the Contract Specifications page.

**ANNUITANT.** The person on whose life this Contract is issued. Also see Contingent Annuitant and Joint Annuitant.

**ANNUITY COMMENCEMENT DATE.** It is the date when Annuity payments are scheduled to begin as described under Annuity Provisions in this Contract.

**BENEFICIARY.** The person(s) entitled to receive benefits pursuant to the terms of the Contract in case of the death of the Annuitant, or a Contract Owner(s), as applicable.

**BUSINESS DAY.** Any day that We, and for so long as the New York Stock Exchange, are open for business.

**CONTINGENT ANNUITANT.** The person You designate who, upon the Annuitant's death prior to the Annuity Commencement Date, may become the Annuitant.

**CONTRACT ANNIVERSARY.** The anniversary of the Contract Issue Date. If the Contract Anniversary falls on a non-Business Day, then the Contract Anniversary will be the preceding Business Day.

**CONTRACT ISSUE DATE.** The date shown on The Contract Specifications page. Contract Years are measured from the Contract Issue Date.

**CONTRACT OWNER(S).** The owner(s) or holder(s) of the Contract.

**CONTRACT VALUE.** The Contract Value on the Contract Issue Date is equal to the Premium Payment deposited into the Contract less any applicable Premium Taxes. Thereafter, it is the Premium Payment increased by interest credited, reduced by any prior surrenders (including applicable Surrender Charges and Premium Taxes) and adjusted by any Market Value Adjustments previously applied.

**CONTRACT YEAR.** Any 12-month period between Contract Anniversaries, beginning on the Contract Issue Date.

**DEATH BENEFIT.** The amount We will pay upon the death of the Contract Owner(s) or Annuitant, as applicable.

**DUE PROOF OF DEATH.** A certified death certificate, an order of a court of competent jurisdiction, or any other proof acceptable to Us.

**GROSS SURRENDER VALUE.** The amount deducted from your Contract Value (including applicable Surrender Charges, Premium Taxes, and Market Value Adjustments).

**GUARANTEE PERIOD.** The period offered by Us and elected by you for which either an initial or renewal interest rate will be credited. The initial Guarantee Period is shown on the Contract Specifications page.

**IN WRITING.** A written form or other method satisfactory to Us and received at Our Administrative Office as defined.

**INTERNAL REVENUE CODE.** The Internal Revenue Code of 1986, as amended.

**JOINT ANNUITANT.** Upon annuitization, a person other than the Annuitant on whose life, Annuity payments may be made. The Contract will have a Joint Annuitant only if the Annuity Option selected provides for a survivor.

**LEHMAN BROTHERS U.S. INTERMEDIATE CREDIT INDEX OPTION ADJUSTED SPREAD.** This rate is a component used to determine the Market Value Adjustment.

**MARKET VALUE ADJUSTMENT.** A positive or negative adjustment applied in the determination of your Gross Surrender Value after the Annual Free Withdrawal Amount is taken into consideration, if applicable, and after Surrender Charges are deducted, if applicable.

**NET SURRENDER VALUE.** The amount payable to You on a full or partial surrender or commutation under this Contract after any applicable Surrender Charges, Premium Taxes, and Market Value Adjustment have been applied.

**PAYEE.** The person, designated by You, to whom Annuity payments will be made.

**PREMIUM PAYMENT.** 100% of the dollar amount of the Premium Payment deposited into the Contract.

**PREMIUM TAX.** A tax imposed by certain jurisdictions when a Premium Payment is made, Annuity Payments are made, or when the Contract is surrendered.

**SURRENDER CHARGE.** A Surrender Charge may be deducted for a full or partial surrender. The Surrender Charge schedule is shown on the Contract Specifications page.

**SURRENDER DATE.** The date We receive Your request In Writing for a surrender or the date You request for surrender, if later.

**U.S. CONSTANT MATURITY TREASURY RATE.** Also commonly known as a Treasury Yield Curve Rate. This rate is a component used to determine the Market Value Adjustment.

**WE, US, OUR.** The company referred to on the first page of this Contract.

**YOU, YOUR.** The Contract Owner(s).

#### **PREMIUM PAYMENT PROVISIONS**

**PREMIUM PAYMENT.** The Premium Payment is shown on The Contract Specifications page. The Premium Payment is payable at Our designated office(s). A Premium Payment of \$1,000,000 or more will be subject to Our prior approval In Writing. The Premium Payment (less applicable Premium Taxes, if any) will be credited to the Contract on the Contract Issue Date.

#### **CONTRACT CONTROL PROVISIONS**

##### **ANNUITANT, CONTINGENT ANNUITANT, JOINT ANNUITANT, AND CONTRACT OWNER(S).**

The Annuitant may not be changed.

The designations of Contract Owner, Joint Annuitant, and Contingent Annuitant will remain in effect until You change them. The designation of the Contract Owner may be changed In Writing during the lifetime of the Annuitant. The designation of Contingent Annuitant may be changed In Writing at any time during the lifetime of the Annuitant and prior to the Annuity Commencement Date.

If no Contingent Annuitant has been named, the Contract Owner is the Annuitant, and the Contract Owner/Annuitant's spouse is the Beneficiary, the Contract Owner/Annuitant's spouse will be presumed to be the Contingent Annuitant.

In any other situation, if no Contingent Annuitant has been named, the youngest Contract Owner will be presumed to be the Contingent Annuitant, providing that the youngest Contract Owner is not the Annuitant. The Contract Owner may waive this presumption In Writing.

**OWNERSHIP.** You have the sole power to exercise all rights, options and privileges granted by this Contract or permitted by Us and to agree with Us to any change in or amendment to the Contract. Your rights will be subject to the rights of any assignee of record with Us and of any irrevocably designated Beneficiary. In the case of joint Contract Owners, each Contract Owner alone may exercise all rights, options and privileges, except with respect to a full surrender, partial surrender, selection of an Annuity Option, and/or change of Ownership or Beneficiary.

**BENEFICIARY.** The designated Beneficiary will remain in effect until You change it. The designated Beneficiary may be changed In Writing during the lifetime of the Annuitant. If the designated Beneficiary has been designated as an irrevocable Beneficiary, the designation cannot be changed or revoked without such Beneficiary's written consent. Upon receipt of written notice and Our consent, if required by Us, the new designation will take effect as of the date the notice is processed by the Contract Owner, whether or not the Annuitant or Contract Owner is alive at the time of receipt. Any payments made or other action taken by Us before the receipt of the notice will not be subject to the requested change.

## **GENERAL PROVISIONS**

**CONTRACT.** This Contract and any amendments, endorsements or riders, constitute the entire Contract.

**CONTRACT MODIFICATION.** No modification of this Contract will be made without the signature of Our President, an Executive Vice President, Senior Vice President, Vice President or Assistant Vice President. No modification will affect the amount or term(s) of any Annuity Payment begun prior to the modification, unless it is required to conform the Contract to any federal or state statute. No modification will affect the method by which Your Contract Value will be determined.

**INCONTESTABILITY.** We cannot contest this Contract.

**MINIMUM VALUE STATEMENT.** Any values available under the Surrender Provisions of this Contract equal or exceed those required by the state in which the Contract is issued.

**MISSTATEMENT OF AGE AND GENDER.** Prior to the Annuity Commencement Date, if the age of the Annuitant has been misstated, the Annuity Commencement Date may change. Once Annuity payments begin, if the age and/or gender of the Annuitant have been misstated, the amount of the Annuity payable by Us will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable. In states which require the crediting of interest in the event of an underpayment, or the deduction of interest in the event of overpayment, we will apply an annual effective rate of 1%.

**NON-PARTICIPATING.** This Contract is nonparticipating. It does not earn dividends.

**REPORTS.** You will receive a report once each Contract Year showing the Contract Value of this Contract and any other information required by the state in which this Contract was issued.

**TAX QUALIFICATION.** This Contract is intended to qualify as an Annuity Contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted to ensure and maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract to conform to any changes in the tax qualification requirements under the applicable provision of the Internal Revenue Code.

## GUARANTEE PERIOD AND INTEREST CREDITING PROVISIONS

**GUARANTEE PERIODS.** The Company may offer one or more renewal Guarantee Periods from time to time. We reserve the right to offer new Guarantee Periods or limit the Guarantee Periods that are offered in the future, or offer certain Guarantee Periods to certain classes of investors. The duration of a Guarantee Period may not extend beyond the maximum Annuity Commencement Date as described under the Annuity Provisions of this Contract.

**Guarantee Period Expiration and Renewal.** Upon expiration of any Guarantee Period, a subsequent Guarantee Period of the same duration (provided such duration is then available), will commence, unless You have elected In Writing to: 1.) transfer to another permissible Guarantee Period duration; or 2.) annuitize Your Contract; or 3.) surrender Your Contract; or 4.) other options made available by Us.

If the same duration is not available, the Contract will be renewed into the next higher Guarantee Period that is then available. If the only available Guarantee Period would extend beyond the maximum Annuity Commencement Date, the only available options are: 1.) annuitize Your Contract; or 2.) surrender Your Contract; or 3.) other options made available by Us.

**Guarantee Period Exchanges.** Once each Contract Year beginning after the first Contract Year, You may elect to transfer out of the current Guarantee Period and into a Guarantee Period of a different then permissible duration. At that time, a new Guarantee Period will be established which must be longer than the previous Guarantee Period and a Market Value Adjustment may apply. However, You may not renew or transfer the Contract into any Guarantee Period of a duration that extends beyond the Annuity Commencement Date as described under the Annuity Provisions of this Contract.

The Contract Value at the beginning of the new Guarantee Period will equal the Contract Value at the time of transfer adjusted for any applicable Market Value Adjustment. Transfers from the current Guarantee Period into a new Guarantee Period made at the end of the then current Guarantee Period are not subject to a Surrender Charge or Market Value Adjustment.

Surrender Charges applicable to each subsequent Guarantee Period are measured from the beginning of each subsequent Guarantee Period and are shown on the Contract Specifications page.

**CREDITING OF INTEREST.** The Premium Payment (less the Gross Surrender Value of all surrenders made) will earn interest daily at the effective annual Guarantee Rate during the Guarantee Period. This rate will never be less than the Minimum Interest Rate. The Guarantee Rate is set by Us for the applicable Guarantee Period on the effective date of each Guarantee Period. The initial Guarantee Rate that We will credit is shown on the Contract Specifications page.

**MINIMUM INTEREST RATE.** The guaranteed Minimum Interest Rate that will be applied during a Guarantee Period is determined at the beginning of each Guarantee Period. The Minimum Interest Rate equals the greater of 1% and an interest rate calculated as follows:

The interest rate will be such that the Contract Value prior to the application of the Market-Value-Adjustment (MVA) will never be less than 87.5% of the Contract Value at the beginning of the then effective Guarantee Period, adjusted for prior withdrawals, accumulated at the non-forfeiture interest rate required by the Standard Non-forfeiture Law for individual fixed deferred annuities.

The guaranteed Minimum Interest Rate will be recalculated monthly for Guarantee Period renewals and new Contracts We issue, based on the formula above. It will not change during a Guarantee Period.

We may credit additional interest at Our sole discretion.

## SURRENDER PROVISIONS

**SURRENDERS.** Full surrenders may be made under this Contract at any time. Partial surrenders may only be made if:

- a) the Gross Surrender Value is at least \$1,000; and
- b) the remaining Contract Value after the Gross Surrender Value has been deducted is at least the Minimum Amount shown on the Contract Specifications page.

A full or partial surrender made at the end of a Guarantee Period is not subject to a Surrender Charge or Market Value Adjustment. A request for a surrender at the end of a Guarantee Period must be received, In Writing, no later than the end of the Guarantee Period. In the event of a full surrender, except as otherwise provided pursuant to applicable rider, We will pay the Contract Owner an amount equal to the Net Surrender Value as of the end of the then applicable Guarantee Period.

In the event of a full or partial surrender made at any time other than the end of a Guarantee Period, no Surrender Charge or Market Value Adjustment will be imposed on the Annual Free Withdrawal Amount. However, any unpaid Premium Taxes may apply.

In the case of any surrenders, the Net Surrender Value will be payable to You. In the event of surrenders in excess of the Annual Free Withdrawal Amount, the Net Surrender Value is determined by Us as follows:

Assume:

A = the amount you request for a Surrender;

B = Annual Free Withdrawal Amount;

C = the Surrender Charge, plus any unpaid Premium Taxes. The Surrender Charge equals  $(A - B) \times$  the applicable Surrender Charge percentage as shown on the Contract Specifications page.

D = the Market Value Adjustment described below.

The Net Surrender Value equals  $(A - C) \times D$ .

**Market Value Adjustment -** The formula which will be used to determine the Market Value Adjustment is calculated by Us as follows:

$$\left[ \frac{1 + I}{1 + J} \right]^{N/12} \quad \text{where:}$$

I = the U.S. Constant Maturity Treasury rate as of three business days prior to the Guarantee Period effective date (expressed as a decimal, e.g., 1% = .01), with maturity years equal to the length of the then current Guarantee Period plus the Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread rate as of three business days prior to the Guarantee Period effective date; and

J = the U.S. Constant Maturity Treasury rate as of three business days prior to the date the interest adjustment is applied (expressed as a decimal, e.g., 1% = .01), with maturity years equal to the remainder of the then current Guarantee Period (this will be interpolated when necessary) plus the Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread rate as of three business days prior to the date the interest adjustment is applied; and

N = the number of complete months from the Surrender Date to the end of the then current Guarantee Period.

In the event that any index or rate is no longer available, We will use a substantially similar index or rate for determining the Market Value Adjustment. If a discontinued index or rate is not available for a Guarantee Period renewal or exchange, We will use a substantially similar index or rate, as applicable. We will notify You of any changes in the availability of the index or rate, and the applicable substitute We will use.

**PAYMENT UPON SURRENDER - DEFERRAL OF PAYMENT.** We may defer payment of any amounts from the Contract for up to six months from the date of the request to surrender, subject to obtaining any required approval by the Insurance Commissioner of the state in which this Contract is issued. If We defer payment for more than 30 days, We will pay interest per annum of at least the statutory required minimum interest rate then in effect on the amount deferred.

## **DEATH BENEFIT PROVISIONS**

### **BENEFICIARY DISPOSITION IN THE EVENT OF DEATH BEFORE THE ANNUITY COMMENCEMENT DATE.**

If the Contract Owner dies, and the Annuitant is living, and

- a) the joint Contract Owner is living, and then the joint Contract Owner will also become the Beneficiary. In this case, the rights of such designated Beneficiary are voided.
- b) there is no surviving joint Contract Owner, then the designated Beneficiary will remain the Beneficiary.
- c) there is no surviving joint Contract Owner, and there is no Beneficiary designation in effect, or the designated Beneficiary has predeceased the Contract Owner, then the Contract Owner's estate shall be the Beneficiary.

If the Annuitant dies, and

- a) the Annuitant is also the sole Contract Owner, regardless of any named Contingent Annuitant, the designated Beneficiary will remain the Beneficiary.
- b) both the Contract Owner and the Contingent Annuitant are living, the Contingent Annuitant will become the Annuitant, the designated Beneficiary will remain the Beneficiary.
- c) the Contract Owner is living, and there is no Contingent Annuitant or the Contingent Annuitant is not living, the Contract Owner will be presumed to be the Contingent Annuitant and the Contract continues. The Contract Owner may waive this presumption and receive the Death Benefit. The rights of the designated Beneficiary are automatically voided.
- d) the contract is owned by a corporation or other entity, the Contract Owner will be the Beneficiary. In this case, the rights of the designated Beneficiary are automatically voided.

**BENEFICIARY DISPOSITION IN THE EVENT OF DEATH ON OR AFTER THE ANNUITY COMMENCEMENT DATE.**

- a) If the Contract Owner dies, and the Annuitant is living, the designated Beneficiary will become the Contract Owner and the payments will continue as scheduled.
- b) If the Annuitant dies, the Contract Owner will be the Beneficiary. Upon Our receipt of Due Proof of Death, the rights of the designated Beneficiary are automatically voided.
- c) If the Annuitant, who is also the sole Contract Owner, dies, the designated Beneficiary will remain the Beneficiary.

**DEATH BENEFIT.** The Death Benefit will be calculated as of the date We receive notification, In Writing, of Due Proof of Death at the Administrative Office of the Company. If death occurs before the Annuity Commencement Date, the Death Benefit equals the Contract Value. There is no Surrender Charge or Market Value Adjustment applied to a Death Benefit. If death occurs on or after the Annuity Commencement Date, any remaining interest in the Contract will be paid at least as rapidly as under the method of distribution in effect at the time of death.

**SETTLEMENT OF THE DEATH BENEFIT.** The Death Benefit may be taken in one sum or under any of the settlement options then being offered by Us subject, however, to the distribution requirements below. The Beneficiary may elect any available settlement option, unless the Contract Owner has designated the settlement option for that Beneficiary. The available settlement options include any of the annuity options under this Contract or any other options then being offered or approved by Us. If payment is taken in one sum, an interest-bearing draft account ("Safe Haven Account") will be offered and if elected, maintained until the entire balance is withdrawn. The Safe Haven Account is part of Our General Account assets. The minimum draft writing amount and remaining balance must be at least equal to the minimum amounts according to Our rules then in effect. If the remaining balance falls below Our minimum amount rules, the Safe Haven Account will terminate and We will pay the remaining balance in one sum.

As of the date of receipt of complete disbursement instructions from the Beneficiary, the amount to be paid or applied to a selected settlement option will be computed. When there is more than one Beneficiary, the amount will be calculated for each Beneficiary's share of the proceeds and paid or applied to a selected settlement option according to and upon receipt of each Beneficiary's instructions. If the date of receipt of complete instructions falls on a non-Business Day, the amount will be computed on the next Business Day.

When payment is taken in one sum, payment will be made within 7 days of Our receipt of complete instructions.

**DISTRIBUTION REQUIREMENTS.** Subject to the Alternative Election or Spouse Beneficiary provisions below:

- a) If any Contract Owner dies before the Annuity Commencement Date, the entire interest in the Contract will be distributed within five years after such death; and
- b) If any Contract Owner dies on or after the Annuity Commencement Date and before the entire interest in the Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of such death.

If the Contract Owner is not an individual, then for purposes of the preceding paragraph a) or b), the primary Annuitant will be treated as the Contract Owner. If the Contract Owner is not an individual, then for purposes of the preceding paragraph a) or b), a change of Annuitant is treated as death of Contract Owner.



**ALTERNATIVE ELECTION TO SATISFY DISTRIBUTION REQUIREMENTS.** If any portion of the interest of a Contract Owner described above is payable to or for the benefit of a designated Beneficiary, and the Beneficiary elects after the Contract Owner's death to have the benefit distributed over a period that:

- a) does not extend beyond the later of such Beneficiary's life or life expectancy; and
- b) does commence within one year of the date of death;

then for purposes of satisfying the distribution requirements above, the benefit will be treated as distributed entirely on the date such periodic distributions begin.

**SPOUSE BENEFICIARY.** In the event of the death of a Contract Owner and there is no joint Contract Owner and the sole Beneficiary is the Contract Owner's spouse and the Annuitant (Contingent Annuitant, if applicable) is alive, this Contract will continue with the spouse as the Contract Owner, unless the spouse elects to be paid a death benefit option. This provision will apply only once with respect to this Contract. Spousal continuation is only available if the spouse is listed as 100% Beneficiary.

## ANNUITY PROVISIONS

**ANNUITY COMMENCEMENT DATE.** The Annuity Commencement Date is shown on The Contract Specifications page. You may change the date by notifying Us prior to the Annuity Commencement Date, subject to the parameters as shown on the Contract Specifications page and Our approval.

**ANNUITY PAYMENT.** If the Annuity Commencement Date does not coincide with the end of a Guarantee Period, We will apply Your Contract Value, less any applicable Premium Taxes, multiplied by the Market Value Adjustment, if any, to purchase the modal income payments according to the Annuity Option elected. If the Annuity Commencement Date coincides with the end of any Guarantee Period, no Market Value Adjustment will be applied in the determination of the monthly income payments. No Surrender Charge will be applied upon annuitization at any time.

**ELECTION OF ANNUITY OPTION.** You may elect any one of the Annuity Options described below or any other Annuity Option We offer at the time of annuitization. In the absence of such election, the Life Annuity with 10 Years Period Certain will apply. The Annuity Option elected by You may not be changed on or after the Annuity Commencement Date. Election of any of these options must be made, In Writing, to Us prior to the Annuity Commencement Date.

Some of the options may not be available if this Contract is issued to qualify under Section 401, 403, or 408 of the Internal Revenue Code of 1986 as amended. The third, fifth and sixth options (Life Annuity with Payments for a Period Certain, Joint and Last Survivor Life Annuity with Payments for a Period Certain, and Payment for a Period Certain) or any other option with a period certain segment will be available only if the guaranteed payment period is less than the life expectancy of the Annuitant at the time the option becomes effective. Such life expectancy will be computed under the mortality table then in use by Us.

**ELECTION OF ANNUITY PAYMENT FREQUENCY.** You may elect the Annuity payment frequency. Available Annuity payment frequencies include: monthly, quarterly, semi-annual, and annual. In the event that You do not elect a payment frequency, Annuity payments will be made monthly. Annuity payments will be made according to the Annuity payment frequency selected. You may elect to change the Annuity payment frequency of Your payments within 30 days prior to the scheduled Annuity Commencement Date.

**DATE OF PAYMENT.** The first Annuity Payment is payable on the Annuity Commencement Date. The remaining Annuity payments are computed and payable as of the same day of the month, or the preceding Business Day, if applicable, as the Annuity Commencement Date, based on the elected Annuity payment frequency.

**MINIMUM ANNUITY PAYMENT.** The first Annuity Payment must be at least equal to the Minimum Annuity Payment amount shown in the Annuity Parameters on the Contract Specifications page. If at any time, payments become less than the minimum payment amount, We have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, We may make an alternative arrangement with You.

**TERMINATION AFTER THE ANNUITY COMMENCEMENT DATE.** This Contract may not be surrendered after the commencement of Annuity payments, except with respect to the Seventh Option.

**PROOF OF SURVIVAL.** The payment of any Annuity benefit will be subject to evidence that the Annuitant is alive on the date such payment is otherwise due, as approved by Us.

**DEATH OF ANNUITANT.** In the event of the death of the Annuitant while receiving Annuity payments, the Beneficiary will continue to receive the remaining guaranteed payments as scheduled. Alternatively, the Beneficiary may elect to receive a lump sum payment of the Death Benefit equal to the present value of any remaining guaranteed payments.

## ANNUITY OPTIONS

**First Option** - Life Annuity - An Annuity payable during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.

**Second Option** - Life Annuity with a Cash Refund - An Annuity payable during the lifetime of the Annuitant. At the death of the Annuitant, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value applied on the Annuity Commencement Date, minus the dollar amount of Annuity payments already paid and Premium Taxes.

**Third Option** - Life Annuity with Payments for a Period Certain (5 years to 100 years minus Annuitant's age) - An Annuity payable for a fixed number of years and during the lifetime of the Annuitant. If, at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Fourth Option** - Joint and Last Survivor Life Annuity - An Annuity payable during the joint lifetime of the Annuitant and a Joint Annuitant, and thereafter during the remaining lifetime of the survivor Annuitant. At the time of electing this option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor Annuitant. Payments will cease with the last payment prior to the death of the survivor. If, at the death of the last surviving Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary, or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Fifth Option** - Joint and Last Survivor Life Annuity with Payments for a Period Certain (5 years to 100 years-age) - An Annuity payable for a fixed number of years and during the lifetimes of the Annuitant and the Joint Annuitant and thereafter during the remaining lifetime of the survivor. At the time of electing this Annuity Option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor.

**Sixth Option** - Payments for a Period Certain (5 years to 100 years minus Annuitant's age) - An Annuity payable for a fixed number of years with period of 10 years or greater available at any time and periods of 5 to 10 years available on or after the second Contract Year. Payments will be made for the period and frequency selected. If, at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Seventh Option** - Annuity Proceeds Annuity Option - Amounts otherwise payable as a Death Benefit left in the Contract for a period not to exceed five years from the date of any Contract Owner or Annuitant's death prior to the Annuity Commencement Date. The amounts otherwise payable as a Death Benefit will remain in the same Guarantee Period and continue to earn the same interest rate as at the time of death. If the Guarantee Period ends before the end of the five year period, the Beneficiary may elect a new Guarantee Period with a duration closest to, but not to exceed the time remaining in the period of five years from the date of the Contract Owner's or Annuitant's death. Full or partial surrenders may be made at any time. In the event of any surrender, the remaining value will equal the Death Benefit left with Us, minus any Gross Surrender Values, plus any interest earned.

## ANNUITY TABLES

**DESCRIPTION OF TABLES.** The attached Annuity Tables show the minimum dollar amount of the monthly payments for each \$1,000 applied under the first six options. Under the first, second or third options, the amount of each payment will depend upon the age and gender of the Annuitant at the time the first payment is due. Under the fourth and fifth options, the amount of each payment will depend upon the gender of both Annuitants and their ages at the time the first payment is due. Gender will not be used to determine the amount of the Annuity payable if this Contract is issued to qualify under certain sections of the Internal Revenue Code. If gender is used to determine the amount of Annuity payable, the Annuity Tables at the end of this Contract will provide rates of payment for male Annuitants and female Annuitants.

The tables for the first, second, third, fourth and fifth options are based on the [1983a Individual Annuity Mortality Table projected to the year 2000 using Projection Scale G] and an interest rate of [2.5%]. The table for the sixth option is based on an interest rate of [2.5%] per annum.

The Annuity tables for the first through fifth options are age dependent. The amount of the first payment will be based on an age that is a specified number of years younger than the Annuitant's then-attained age. The revised age is as follows:

Date of First Payment	Revised Age
[Prior to 2015	2 years
2015 - 2019	3 years
2020 - 2029	4 years
2030 - 2039	5 years
2040 or later	6 years]

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**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
Amount of First Monthly Payment For Each \$1,000 Applied**

Fixed Dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request.

**FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES**

Age	Male Annuitant				Female Annuitant			
	Monthly Payments Guaranteed				Monthly Payments Guaranteed			
	None	120	180	240	None	120	180	240
[35]	\$3.05	\$3.05	\$3.04	\$3.03	\$2.88	\$2.88	\$2.88	\$2.87
40	3.25	3.24	3.23	3.21	3.04	3.03	3.03	3.02
45	3.49	3.48	3.45	3.42	3.23	3.22	3.22	3.20
50	3.80	3.77	3.73	3.68	3.47	3.46	3.45	3.42
51	3.87	3.84	3.79	3.73	3.53	3.52	3.50	3.47
52	3.94	3.91	3.86	3.79	3.59	3.57	3.56	3.52
53	4.02	3.98	3.93	3.85	3.65	3.64	3.61	3.58
54	4.10	4.06	4.00	3.91	3.72	3.70	3.67	3.63
55	4.19	4.14	4.07	3.97	3.79	3.77	3.74	3.69
56	4.28	4.22	4.15	4.04	3.86	3.84	3.80	3.75
57	4.37	4.31	4.23	4.10	3.94	3.91	3.87	3.81
58	4.48	4.41	4.31	4.17	4.02	3.99	3.94	3.88
59	4.59	4.51	4.40	4.23	4.10	4.07	4.02	3.94
60	4.70	4.61	4.49	4.30	4.20	4.16	4.10	4.01
61	4.83	4.72	4.58	4.37	4.29	4.25	4.18	4.08
62	4.96	4.84	4.67	4.44	4.40	4.35	4.27	4.15
63	5.10	4.96	4.77	4.50	4.51	4.45	4.36	4.22
64	5.25	5.09	4.87	4.57	4.62	4.56	4.46	4.30
65	5.41	5.23	4.97	4.64	4.75	4.67	4.55	4.37
66	5.59	5.37	5.08	4.70	4.88	4.79	4.66	4.45
67	5.77	5.51	5.18	4.76	5.03	4.92	4.76	4.52
68	5.97	5.66	5.29	4.82	5.18	5.05	4.87	4.59
69	6.18	5.82	5.39	4.87	5.34	5.19	4.98	4.66
70	6.40	5.98	5.49	4.92	5.52	5.34	5.09	4.73
75	7.76	6.85	5.97	5.12	6.64	6.21	5.67	5.02
80	9.67	7.73	6.32	5.23	8.29	7.20	6.15	5.19]

**FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY**

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
[35]	\$2.74	\$2.81	\$2.87	\$2.92	\$2.96	\$2.99	\$3.01	\$3.03	\$3.04	\$3.04	\$3.05	3.05
40	2.78	2.87	2.95	3.02	3.08	3.13	3.17	3.20	3.22	3.23	3.24	3.24
45	2.81	2.92	3.02	3.12	3.22	3.30	3.36	3.40	3.44	3.46	3.47	3.48
50	2.83	2.95	3.08	3.22	3.35	3.46	3.56	3.64	3.70	3.74	3.76	3.78
55	2.85	2.98	3.13	3.29	3.46	3.63	3.79	3.91	4.01	4.08	4.13	4.15
60	2.86	3.00	3.16	3.35	3.56	3.79	4.01	4.21	4.38	4.51	4.59	4.64
65	2.87	3.01	3.19	3.39	3.64	3.92	4.22	4.52	4.80	5.02	5.18	5.29
70	2.87	3.02	3.20	3.42	3.69	4.02	4.39	4.81	5.23	5.61	5.91	6.12
75	2.88	3.03	3.21	3.44	3.73	4.09	4.52	5.05	5.64	6.23	6.76	7.15
80	2.88	3.03	3.22	3.46	3.75	4.13	4.62	5.23	5.98	6.82	7.66	8.36
85	2.88	3.03	3.22	3.46	3.77	4.16	4.67	5.35	6.24	7.32	8.52	9.66
90	2.88	3.04	3.23	3.47	3.77	4.17	4.71	5.42	6.41	7.69	9.25	10.91]

**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
(Continued)**

**FIFTH OPTION - JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN**

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
<b>[35</b>	\$2.74	\$2.81	\$2.87	\$2.92	\$2.96	\$2.99	\$3.01	\$3.02	\$3.04	\$3.04	\$3.05	\$3.05
<b>40</b>	2.78	2.87	2.95	3.02	3.08	3.13	3.17	3.20	3.22	3.23	3.23	3.24
<b>45</b>	2.81	2.92	3.02	3.12	3.22	3.29	3.36	3.40	3.43	3.45	3.47	3.47
<b>50</b>	2.83	2.95	3.08	3.22	3.35	3.46	3.56	3.64	3.70	3.73	3.75	3.76
<b>55</b>	2.85	2.98	3.13	3.29	3.46	3.63	3.78	3.91	4.01	4.07	4.11	4.13
<b>60</b>	2.86	3.00	3.16	3.35	3.56	3.78	4.01	4.21	4.37	4.49	4.56	4.59
<b>65</b>	2.87	3.01	3.19	3.39	3.64	3.91	4.21	4.51	4.78	4.98	5.11	5.18
<b>70</b>	2.87	3.02	3.20	3.42	3.69	4.01	4.38	4.79	5.19	5.53	5.76	5.89
<b>75</b>	2.88	3.03	3.21	3.44	3.72	4.08	4.51	5.01	5.56	6.07	6.46	6.68
<b>80</b>	2.88	3.03	3.22	3.45	3.75	4.12	4.59	5.17	5.85	6.54	7.10	7.46
<b>85</b>	2.88	3.03	3.22	3.46	3.76	4.14	4.63	5.27	6.04	6.88	7.61	8.09
<b>90</b>	2.88	3.03	3.22	3.46	3.76	4.15	4.66	5.32	6.14	7.07	7.92	8.51]

**SIXTH OPTION - PAYMENTS FOR A PERIOD CERTAIN**

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
<b>[10</b>	\$9.39	<b>15</b>	\$6.64	<b>20</b>	\$5.27	<b>25</b>	\$4.46	<b>30</b>	\$3.93]
<b>11</b>	8.64	<b>16</b>	6.30	<b>21</b>	5.08	<b>26</b>	4.34		
<b>12</b>	8.02	<b>17</b>	6.00	<b>22</b>	4.90	<b>27</b>	4.22		
<b>13</b>	7.49	<b>18</b>	5.73	<b>23</b>	4.74	<b>28</b>	4.12		
<b>14</b>	7.03	<b>19</b>	5.49	<b>24</b>	4.60	<b>29</b>	4.02		

**FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
Amount of First Monthly Payment For Each \$1,000 Applied**

Fixed dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request.

**FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES**

Age	Monthly Payments Guaranteed			
	None	120	180	240
[35	\$2.97	\$2.97	\$2.96	\$2.95
40	3.15	3.14	3.13	3.12
45	3.36	3.35	3.34	3.31
50	3.64	3.62	3.59	3.55
51	3.70	3.68	3.65	3.60
52	3.77	3.74	3.71	3.66
53	3.84	3.81	3.77	3.72
54	3.91	3.88	3.84	3.77
55	3.99	3.96	3.91	3.83
56	4.07	4.03	3.98	3.90
57	4.16	4.11	4.05	3.96
58	4.25	4.20	4.13	4.03
59	4.35	4.29	4.21	4.09
60	4.45	4.39	4.30	4.16
61	4.56	4.49	4.38	4.23
62	4.68	4.60	4.47	4.30
63	4.81	4.71	4.57	4.36
64	4.94	4.83	4.67	4.44
65	5.08	4.95	4.76	4.51
66	5.24	5.08	4.87	4.58
67	5.40	5.22	4.97	4.64
68	5.58	5.36	5.08	4.71
69	5.76	5.51	5.19	4.77
70	5.96	5.66	5.29	4.83
75	7.20	6.53	5.82	5.07
80	8.98	7.47	6.24	5.21]

**FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY**

Age of First Annuitant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
[35	\$2.74	\$2.80	\$2.84	\$2.88	\$2.91	\$2.93	\$2.94	\$2.95	\$2.96	\$2.96	\$2.97	\$2.97
40	2.80	2.87	2.94	2.99	3.03	3.07	3.09	3.11	3.13	3.13	3.14	3.14
45	2.84	2.94	3.02	3.10	3.18	3.23	3.28	3.30	3.33	3.34	3.35	3.36
50	2.88	2.99	3.10	3.22	3.32	3.41	3.48	3.53	3.57	3.60	3.61	3.63
55	2.91	3.03	3.18	3.32	3.46	3.60	3.72	3.80	3.87	3.92	3.95	3.96
60	2.93	3.07	3.23	3.41	3.60	3.79	3.97	4.12	4.24	4.32	4.38	4.41
65	2.94	3.09	3.28	3.48	3.72	3.97	4.22	4.46	4.66	4.82	4.93	5.00
70	2.95	3.11	3.30	3.53	3.80	4.12	4.46	4.81	5.14	5.42	5.63	5.77
75	2.96	3.13	3.33	3.57	3.87	4.24	4.66	5.14	5.64	6.11	6.50	6.78
80	2.96	3.13	3.34	3.60	3.92	4.32	4.82	5.42	6.11	6.82	7.49	8.03
85	2.97	3.14	3.35	3.61	3.95	4.38	4.93	5.63	6.50	7.49	8.52	9.46
90	2.97	3.14	3.36	3.63	3.96	4.41	5.00	5.77	6.78	8.03	9.46	10.91]



**Based on [2.5%] Interest Rate  
(Continued)**

**FIFTH OPTION - JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN**

AGE of First Annui- tant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
<b>[35</b>	\$2.74	\$2.80	\$2.84	\$2.88	\$2.91	\$2.93	\$2.94	\$2.95	\$2.96	\$2.96	\$2.97	\$2.97
<b>40</b>	2.80	2.87	2.94	2.99	3.03	3.07	3.09	3.11	3.13	3.13	3.13	3.14
<b>45</b>	2.84	2.94	3.02	3.10	3.18	3.23	3.28	3.30	3.32	3.34	3.35	3.35
<b>50</b>	2.88	2.99	3.10	3.22	3.32	3.41	3.48	3.53	3.57	3.59	3.61	3.61
<b>55</b>	2.91	3.03	3.18	3.32	3.46	3.60	3.71	3.80	3.87	3.91	3.94	3.95
<b>60</b>	2.93	3.07	3.23	3.41	3.60	3.78	3.96	4.11	4.23	4.31	4.35	4.37
<b>65</b>	2.94	3.09	3.28	3.48	3.71	3.96	4.21	4.45	4.65	4.79	4.87	4.92
<b>70</b>	2.95	3.11	3.30	3.53	3.80	4.11	4.45	4.79	5.10	5.35	5.52	5.61
<b>75</b>	2.96	3.13	3.32	3.57	3.87	4.23	4.65	5.10	5.56	5.96	6.25	6.41
<b>80</b>	2.96	3.13	3.34	3.59	3.91	4.31	4.79	5.35	5.96	6.54	6.99	7.27
<b>85</b>	2.97	3.13	3.35	3.61	3.94	4.35	4.87	5.52	6.25	6.99	7.61	8.01
<b>90</b>	2.97	3.14	3.35	3.61	3.95	4.37	4.92	5.61	6.41	7.27	8.01	8.51]

**SIXTH OPTION - PAYMENTS FOR A PERIOD CERTAIN**

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
<b>[10</b>	\$9.39	<b>15</b>	\$6.64	<b>20</b>	\$5.27	<b>25</b>	\$4.46	<b>30</b>	\$3.93]
<b>11</b>	8.64	<b>16</b>	6.30	<b>21</b>	5.08	<b>26</b>	4.34		
<b>12</b>	8.02	<b>17</b>	6.00	<b>22</b>	4.90	<b>27</b>	4.22		
<b>13</b>	7.49	<b>18</b>	5.73	<b>23</b>	4.74	<b>28</b>	4.12		
<b>14</b>	7.03	<b>19</b>	5.49	<b>24</b>	4.60	<b>29</b>	4.02		

**Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089**



**NONPARTICIPATING**

**INDIVIDUAL SINGLE PREMIUM  
MODIFIED GUARANTEED ANNUITY CONTRACT**



Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

### ACCESS ACCOUNT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

**ACCESS ACCOUNT.** The Access Account is a short-term account (up to [twelve (12)]) months to which the Contract Value may be temporarily transferred to upon the expiration of a Guarantee Period and prior to Your election of a Guarantee Period Expiration and Renewal option, as described in Your contract. .

You may elect In Writing to have Your Contract Value transferred into the Access Account either within 30 days prior to the expiration date of a Guarantee Period, or during the 30 day renewal period immediately following the Guarantee Period expiration date. If this election is made within 30 days prior to the expiration date of a Guarantee Period, this transfer will be effective on the next business day following the expiration date. If this election is made during the 30 day renewal period immediately following the Guarantee Period expiration date, this transfer will be effective as of the business day We receive Your transfer request. The value transferred is the Contract Value at the end of the immediately preceding Guarantee Period.

Your Contract Value may only be held in the Access Account for a maximum duration of [twelve (12)] months during each Guarantee Period transition. At the end of this period, the Access Account expires, and the Contract Value will be distributed under one of the methods described in this rider. The Access Account is not available beyond the Annuity Commencement Date.

**Interest on Access Account.** The interest rate on the Access Account is set by Us. We may reset the interest rate at Our discretion from time to time; provided, however, the interest rate that is in effect when amounts are applied to the Access Account will remain fixed in effect for the for the applicable maximum duration. Interest will be compounded daily and credited by Us on amounts held in the Access Account. This rate will never be less than 1%.

**Surrenders.** Partial surrenders may not be made from the Access Account, unless they are made to satisfy Internal Revenue Code Sections 72(t), 72(q) or required minimum distribution withdrawals. Existing 72(t), 72(q) and required minimum distribution withdrawal programs may be carried forward to the Access Account from the Guarantee Period. New 72(t) or 72(q) programs may not be established in the Access Account. New required minimum distribution withdrawal programs may be established in the Access Account. Full surrenders may be made from the Access Account without a Surrender Charge or Market Value Adjustment.

**Optional Elections and Default upon Expiration.** Prior to the Access Account expiration, You must elect In Writing to: 1) transfer to a permissible Guarantee Period; 2) annuitize Your Contract; or 3) make a full surrender. A transfer back into the Access Account is not allowed until the end of a subsequent Guarantee Period.

If We have not received an election by You prior to the Access Account expiration, We will automatically establish a renewal Guarantee Period effective as of the last business day of the maximum Access Account duration, using the same duration, allocation and account(s), and rider(s), as applicable, associated with the immediately preceding Guarantee Period. If the same duration is not available, the Contract will be renewed into the next higher Guarantee Period that is available. If the Guarantee Period of the renewal extends beyond the maximum permissible Annuity Commencement Date, a full surrender of the Contract will be the default; unless You elect annuitization prior to the Access Account expiration.

You may make a full surrender from the Access Account or annuitize your Contract without a Surrender Charges or a Market Value Adjustment. In addition, if You have not used all or part of the 30 day renewal period shown above, and a renewal Guarantee Period is established, You may elect a full surrender with no Surrender Charge or Market Value Adjustment during the first 30 days of such renewal Guarantee Period.

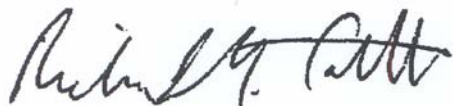
**Death Before the Annuity Commencement Date.** If We have received Due Proof of Death of the Contract Owner or Annuitant while the Contract Value is held in the Access Account, and We have not received a settlement option election as provided in the Settlement of Death Benefit provision of the Contract, We will automatically establish a renewal Guarantee Period. The renewal Guarantee Period will be effective as of the date of transfer from the prior Guarantee Period Access Account expiration date. The renewal Guarantee Period will be established, if then available, using the same duration, allocation and account(s), and rider(s), as applicable, previously selected by the Contract Owner associated with the immediately preceding Guarantee Period. If the same duration is not available, the Contract will be renewed into the next higher Guarantee Period that is available. This Guarantee Period will remain in effect until the earlier of the Settlement of the Death Benefit as provided by the Contract or the Guarantee Period Expiration Date.

If We have received Due Proof of Death of the Contract Owner or Annuitant while the Contract Value is held in the Access Account, and We have received complete settlement option election(s) as provided in the Settlement of Death Benefit provision of the Contract, We will compute the amount to be paid or applied to the selected settlement option.

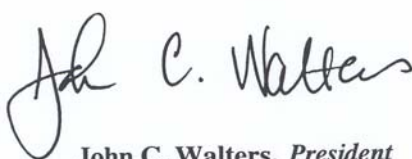
We may also transfer Your Contract Value out of the Access Account upon spousal Contract continuation and a new Guarantee Period will be established using the same parameters described above.

**Signed for Hartford Life Insurance Company by:**

[



Richard G. Costello, *Secretary*



John C. Walters, *President*

]



Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

**NURSING HOME  
WAIVER OF SURRENDER CHARGE RIDER**

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

**NURSING HOME WAIVER OF SURRENDER CHARGE BENEFIT.** We will waive any Surrender Charge applicable to a partial or full surrender of the Contract Value if the Covered Person has met the requirements of Eligible Confinement as described below. However, the full or partial surrender is subject to a Market Value Adjustment. This benefit will be provided if the Contract Owner provides proof of Eligible Confinement In Writing, and requests the partial or full surrender of Contract Value within 91 days of the last day of confinement.

**Covered Person:**

- a) the current Contract Owner(s) if the Contract Owners(s) has (have) been Contract Owner(s) continuously since the Contract Issue Date and if not confined at the time the Contract was purchased; and
- b) the Annuitant, if not confined at the time the Contract was purchased.

**Eligible Confinement:** Confinement must be at the recommendation of a physician for medically necessary reasons, for at least 180 consecutive calendar days, to:

- a) a hospital recognized as a general hospital by the proper authority of the state in which it is located; or
- b) a hospital recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- c) a facility certified as a hospital by Medicare; or
- d) a nursing home licensed by the state in which it is located and which has a registered nurse on duty 24 hours a day; or
- e) a facility certified by Medicare as a long-term care facility.

**Signed for Hartford Life Insurance Company:**

Richard G. Costello, *Secretary*

John C. Walters, *President*



Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

#### EXTENDED WITHDRAWAL PRIVILEGE RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

**EXTENDED WITHDRAWAL PRIVILEGE.** This rider has been issued because Your Contract is part of a tax-qualified retirement plan. It allows You to receive the required minimum distribution of Your interest in Your Contract, as required by federal tax law, without the imposition of the Surrender charge or a Market Value Adjustment applicable under Your Contract.

For Contract years in which the Contract is subject to required minimum distribution rules under current federal tax law and the Annuitant has attained age 70  $\frac{1}{2}$ , the amount available annually without the imposition of the Surrender Charge or the application of a Market Value Adjustment applicable under Your Contract, is the greater of:

1. The Annual Free Withdrawal Amount; or
2. The required minimum distribution of your interest in this Contract under current federal tax law.

**Signed for Hartford Life Insurance Company:**

[

Richard G. Costello, *Secretary*

John C. Walters, *President*

]



Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

#### CHARITABLE REMAINDER TRUST RIDER

This rider is issued as a part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract as follows:

The second paragraph of the **Surrender Provisions** section is amended by the substitution of the following:

A full or partial surrender made at the end of a Guarantee Period may be subject to a surrender charge as set forth on Page 3. A Market Value Adjustment will not be applied. A request for a surrender at the end of a Guarantee Period must be received, In Writing, during the 30 day period preceding or following the end of such Guarantee Period.

In addition, if the Participant notifies the Company, In Writing, the Company will send the Participant any interest credited but not previously withdrawn. The request may be for any interest credited during the twelve month period prior to the written request or any interest credited since the Contract Issue Date. A withdrawal of interest credited during the twelve month period prior to the request will not be subject to a surrender charge or Market Value Adjustment. A withdrawal of interest, other than that which was earned during the twelve month period prior to the request, will not be subject to a surrender charge, but will be subject to a Market Value Adjustment.

The second sentence of the **Annuity Parameters** section of the Contract Specifications is amended by the substitution of the following:

The Participant may change the Annuity Commencement Date provided the Company is notified, In Writing, 30 days before the proposed Annuity Commencement Date, and the proposed date selected is on or before the Annuitant's 100th birthday.

Signed for **Hartford Life Insurance Company**:

[

Richard G. Costello, *Secretary*

John C. Walters, *President*

]

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40138</i>
<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

## Rate Information

Rate data does NOT apply to filing.



SERFF Tracking Number:	HARL-125799679	State:	Arkansas
Filing Company:	Hartford Life Insurance Company	State Tracking Number:	40138
Company Tracking Number:	IPD HL-CRCS2-08		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.002 Modified Guaranteed
Product Name:	CRC Select II		
Project Name/Number:	CRC Select II/HL-CRCS2-08		

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 09/02/2008

**Comments:**

**Attachment:**

AR Cert Rule 19, 49 & Act 197 of 1987.pdf

### Review Status:

**Satisfied -Name:** Application 09/02/2008

**Comments:**

The entire contract provision of the contract does not include a reference to an application because the application does not form part of the contract when it is issued. While there is no state filed application for this policy, it may be applied for via a non-state filed administrative form (Request for Annuity). For your information, we have enclosed a copy of the non-filed Request for Annuity form.

**Attachment:**

CRC\_Select\_2\_CW (Blank).pdf

### Review Status:

**Satisfied -Name:** Prospectus 09/25/2008

**Comments:**

Please see copy of prospectus.

**Attachment:**

CRC Select II Prospectus.pdf

**ARKANSAS  
POLICY FORM CERTIFICATION**

**HARTFORD LIFE INSURANCE COMPANY**

Form Number(s): HL-CRCS2-08, CRCS2SP-08, HL-CRCS2AA-08, HL-CRCS2NH-08,  
HL-CRCS2CRT-08, HL-CRCS2EWP-08

Form Title(s): CRC Select II, Access Account Rider, Nursing Home Waiver of Surrender Charge  
Rider, Charitable Remainder Trust Rider, Extended Withdrawal Privilege Rider

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 49 and Arkansas Act 197 of 1987 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in black ink that reads "Kenneth Bach". The signature is written in a cursive style with a large, stylized 'K' and 'B'.

Kenneth Bach  
Compliance/Contract Consultant

## REQUEST FOR ANNUITY

Hartford Life Insurance Company

The Company above is referenced to herein as "Hartford Life."

U.S.P.S.-First Class  
or Express-Mail to:The Hartford - IPS  
P.O. Box 5085  
Hartford, CT 06102-5085

Private Express Mail:

The Hartford - IPS  
1 Griffin Road North  
Windsor, CT 06095

## 1. CONTRACT OWNER

(REQUIRED)

Ownership Type: ☐ Individual ☐ Trust\* ☐ CRT\* ☐ UGMA ☐ UTMA ☐ NRA\* ☐ Corporation\*  
☐ Other \_\_\_\_\_ \* Additional Forms may be required

☐ Mr. ☐ Mrs. ☐ Ms. Gender: ☐ M ☐ F **Non-U.S. Citizen:** (REQUIRED) If joint owner is a Non-U.S. citizen, specify country of citizenship. \_\_\_\_\_

First Name MI Last Name

Additional Owner Information (e.g., Name of Trust/Corporation) Email Address

Social Security Number/TIN Date of Birth Daytime Telephone Number

Residential Address (Permanent Physical Address, No P.O. Box) City State ZIP

Mailing Address (If different from above)

## 2. JOINT CONTRACT OWNER

(If any)

☐ Mr. ☐ Mrs. ☐ Ms. First Name MI Last Name

Gender: ☐ M ☐ F Date of Birth Social Security Number/TIN

Relationship to Contract Owner **Non-U.S. Citizen:** (REQUIRED) If joint owner is a Non-U.S. citizen, specify country of citizenship. \_\_\_\_\_

## 3. ANNUITANT

(Required if different from Contract Owner)

☐ Mr. ☐ Mrs. ☐ Ms. First Name MI Last Name

Gender: ☐ M ☐ F Date of Birth Social Security Number/TIN Daytime Telephone Number

Residential Address (Permanent Physical Address, No P.O. Box) City State ZIP

Mailing Address (If different from above)

Relationship to Contract Owner

**4. CONTINGENT ANNUITANT**

(If any)

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number/TIN	Relationship to Contract Owner

**5. BENEFICIARY (IES)**

(Unless indicated otherwise, proceeds will be divided equally. Please attach a separate sheet to add additional beneficiaries.)

<input type="checkbox"/> Primary _____ %	First Name	MI	Last Name
Relationship to Contract Owner	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent _____ %	First Name	MI	Last Name
Relationship to Contract Owner	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent _____ %	First Name	MI	Last Name
Relationship to Contract Owner	Date of Birth	Social Security Number/TIN	

Providing your beneficiary's Social Security Number/TIN will help to expedite beneficiary claims and will ensure that the company can identify the proper beneficiary.

**6. PLAN TYPE OF NEW CONTRACT**

(REQUIRED- Complete Section A or Section B)

A. Non Qualified ☐ Non-Qualified New Purchase ☐ 1035(a) Tax-Free ExchangeB. Qualified ☐ New Contribution for tax year \_\_\_\_\_ ☐ Transfer ☐ Rollover

INDIVIDUALLY OWNED			EMPLOYER PLAN - ALLOCATED		
<input type="checkbox"/> Traditional IRA	<input type="checkbox"/> Roth IRA	<input type="checkbox"/> SEP IRA	<input type="checkbox"/> 401(k)	<input type="checkbox"/> 401(a)	<input type="checkbox"/> Keogh/HR-10
<input type="checkbox"/> Custodial IRA	<input type="checkbox"/> SIMPLE IRA (Non-DFI only)		<input type="checkbox"/> Other: _____		
<input type="checkbox"/> Individual 401(k)					

**7. PREMIUM PAYMENT**

(Make check payable to Hartford Life Insurance Company)

\$ \_\_\_\_\_

**8. RATE LOCK-90 DAY**1035(a) Exchange/Transfer Rate Lock ☐ Yes \_\_\_\_\_ %

Estimated dollar amount \$ \_\_\_\_\_

If Rate Lock is not selected, the rate will be determined when Hartford Life receives the funds. If Rate Lock is selected, the paperwork must be signed while the rate is in effect, and received in good order by Hartford Life prior to the next rate change.

If multiple guarantee periods are elected, please provide estimated dollar amounts in Section 9.

## 9. INITIAL GUARANTEE PERIOD AND INVESTMENT AMOUNT

- ☐ 3 Years \$ \_\_\_\_\_ ☐ 4 Years \$ \_\_\_\_\_ ☐ 5 Years \$ \_\_\_\_\_  
☐ 6 Years \$ \_\_\_\_\_ ☐ 7 Years \$ \_\_\_\_\_ ☐ 8 Years \$ \_\_\_\_\_  
☐ 9 Years \$ \_\_\_\_\_ ☐ 10 Years \$ \_\_\_\_\_

By checking more than one box, you are indicating a desire to allocate your premium to more than one guarantee period. Please note that a separate contract will be established for each duration selected above. You will receive a separate contract and statement for each duration you select. Be sure to indicate the premium amount to be allocated to each guarantee period selected. The total of the individual dollar amounts allocated to the selected guarantee periods must equal the total premium payment being invested. In the case of an exchange/transfer and the exact dollar amount can not be determined, please provide percentages.

## 10. ANNUITY COMMENCEMENT DATE

(Optional)

Date Annuity Payments Begin

\_\_\_\_\_  
Month

\_\_\_\_\_  
Day

\_\_\_\_\_  
Year

## 11. SPECIAL REMARKS

## 12. OWNER(S) ACKNOWLEDGEMENTS

(All questions in this section MUST be completed)

- ☐ No ☐ Yes - Do you have an existing life insurance policy or annuity contract currently in force or applied for? If YES, additional state replacement paperwork may be required.
- ☐ No ☐ Yes - Will the annuity applied for replace one or more existing annuity or life insurance contracts? If YES, additional state replacement paperwork may be required.
- ☐ RECEIPT OF A PROSPECTUS IS HEREBY ACKNOWLEDGED. If not checked, the appropriate prospectus will be mailed to you.

**The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement outlined below. Your signature and date on this application (and Joint Owner if applicable) also indicates that you acknowledge the fraud warning applicable in your state of residence and, if applicable, the state in which this application is signed.**

**NAIC Model Fraud Statement:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Arkansas/Colorado/Kentucky/Maine/New Mexico/Oklahoma/Tennessee/Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

I/we hereby represent that the answers to the information provided on this request for an annuity are correct to the best of my knowledge and belief. I/WE UNDERSTAND THAT ANNUITY PAYOUT OPTIONS OR SURRENDER VALUES PROVIDED BY THE CONTRACT FOR WHICH I/WE ARE APPLYING FOR ARE SUBJECT TO A MARKET VALUE ADJUSTMENT AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signed at:

\_\_\_\_\_  
State\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Owner Signature  
(Trustee/Custodian, if applicable)

\_\_\_\_\_  
Joint Contract Owner Signature  
(If applicable)

\* If the state above is different than residence state, please submit a Contract Situs Verification Form (HL-15120).

### 13. REGISTERED REPRESENTATIVE ACKNOWLEDGEMENTS

- ☐ No ☐ Yes - Do you, as agent, have reason to believe that the applicant has an existing life insurance policy or annuity contract in force or applied for? If YES, additional state replacement paperwork may be required.
- ☐ No ☐ Yes - Do you, as agent, have reason to believe the contract requested will replace existing annuities or life insurance? If YES, additional state replacement paperwork may be required.

\_\_\_\_\_  
Licensed Agent Signature

First Name	MI	Last Name	
Broker/Dealer	Broker/Dealer Street Address		
City	State	ZIP	Licensed Agent SSN
Business Telephone Number	Fax Number		Email Address
Broker/Dealer Client Account Number			

NOT INSURED BY FDIC OR ANY  
FEDERAL GOVERNMENT AGENCY

MAY LOSE  
VALUE

NOT A DEPOSIT OF OR GUARANTEED  
BY ANY BANK OR ANY BANK AFFILIATE





## CRC SELECT II

**MODIFIED GUARANTEED ANNUITY CONTRACT**

**HARTFORD LIFE INSURANCE COMPANY**

**PO Box 5085**

**HARTFORD, CONNECTICUT 06102-5085**

**TELEPHONE: 1-800-862-6668 (OWNERS)**

**1-800-862-7155 (REGISTERED REPRESENTATIVES)**

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This is a fixed, single premium, tax-deferred, modified guaranteed annuity. This annuity also includes a Market Value Adjustment (MVA) that may decrease or increase the amount you receive. This annuity is offered through our principal underwriter, Hartford Securities Distribution Company, Inc. ("HSD"), to individuals and may not be available for sale in all states.

This document reviews important points to think about before you buy this annuity. Please read this document carefully before investing and keep it for your records and for future reference. This document is filed with the Securities and Exchange Commission ("SEC" or "Commission"). Although we file this document with the SEC, the SEC doesn't approve or disapprove these securities or determine if the information in this document is truthful or complete. Anyone who represents that the SEC does these things may be guilty of a criminal offense. This document can also be obtained from us or the SEC's website ([www.sec.gov](http://www.sec.gov)).

This annuity may not be suitable for everyone. This annuity may not be appropriate for people who do not have a long investment time horizon. You will get **no additional tax** advantage from this annuity if you are investing through a tax-advantaged retirement plan (such as a 401(k) plan or Individual Retirement Account ("IRA")). This prospectus is not intended to provide tax, accounting or legal advice. **If you have questions about this annuity, please ask your agent, broker, advisor, or contact a company representative at the telephone number above.**

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. NO DEALER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS OFFERING OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED ON.

<b>NOT INSURED BY FDIC OR ANY FEDERAL GOVERNMENT AGENCY</b>	<b>MAY LOSE VALUE</b>	<b>NOT A DEPOSIT OF OR GUARANTEED BY ANY BANK OR ANY BANK AFFILIATE</b>	<input type="radio"/> <b>FDIC</b> <input type="radio"/> <b>BANK</b>
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PROSPECTUS DATED: FEBRUARY 1, 2009

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We are required by the Securities Exchange Act of 1934, as amended, to file reports and other information with the SEC. You may read or copy these reports at the SEC's Public Reference Room at 100 F. Street N.E., Room 1580, Washington, D.C. 20549-2001. You may call the SEC at 1-800-SEC-0330 for further information on the public reference room. You may also obtain reports, proxy and information statements and other information about us at the SEC's website at: [www.sec.gov](http://www.sec.gov).

We filed a registration statement ("Registration Statement") relating to the Contracts offered by this prospectus with the SEC under the Securities Act of 1933, as amended. This prospectus has been filed as a part of the Registration Statement and does not contain all of the information contained in the Registration Statement. For more information about the Contracts and us, you may obtain a copy of the Registration Statement in the manner set forth in the preceding paragraph.

In addition, the SEC allows us to "incorporate by reference" information that we file with the SEC into this prospectus, which means that incorporated documents are considered part of this prospectus. We can disclose important information to you by referring you to those documents. Information that we file with the SEC will automatically update and supersede the information in this prospectus.

This prospectus incorporates by reference the following documents:

- 1) Our current Annual Report on Form 10-K;
- 2) Our current Quarterly Report on Form 10-Q; and
- 3) Until this offering has been completed, any future filings we will make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended.

Statements in this prospectus, or in documents that we later file with the SEC and that legally become part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

Upon request and without charge, we will provide to each person to whom a copy of this prospectus has been delivered, a copy of any document referred to above which has been incorporated by reference in this prospectus, other than exhibits to such document. Requests for such copies should be directed to us at the address stated on the cover page of this prospectus.



# 1. Highlights

## THE ANNUITY CONTRACT

### What are the benefits of my annuity?

This annuity is a contract between you and our company. We agree to make payments to you starting some time in the future. You can invest your money in either a Guaranteed Interest Account or an Access Account during time periods between Guarantee Periods. This annuity includes a death benefit if you die before we start to pay you income from your annuity. You also have choices about how we pay you income from the annuity.

This annuity is:

- Single premium - you buy it with one Premium Payment.
- Fixed - it earns an interest rate that remains constant during the applicable Guarantee Period or if invested in the Access Account.
- Tax-deferred - you don't pay taxes on interest earned until you take money out or we start to make Annuity Payouts.

### How can the value of my annuity grow?

Your annuity earns tax-deferred interest at a guaranteed, fixed annual interest rate during a Guaranteed Period. When you buy your annuity, you choose a Guaranteed Period. The guaranteed rate varies based on the Guaranteed Period you choose and current interest rates in the market. Interest compounds daily and is credited daily.

Within 30 days after the end of each Guaranteed Period, you can choose to:

- rollover your Contract Value to another permissible Guarantee Period or to the Access Account,
- begin Annuity Payouts, or
- surrender your Contract.

Your Contract Value cannot go down if no surrenders are taken during a Guarantee Period.

## BENEFITS

### How do I get income from my annuity?

When you apply for your annuity, you choose a payout commencement date – when you start to get income from your annuity. You also choose how to get the income – the payout option. Your choices now are: Life Annuity, Life Annuity with a Cash Refund, Life Annuity with Payments for a Period Certain, Joint and Last Survivor Life Annuity and Payments for a Period Certain. We may make other Annuity Payout Options available at any time.

You may change both the start date and the payout option up until payout begins. After that, you can't make any changes.

### What happens after I die?

If you die before we start to pay you income from your annuity, we pay the value of your annuity to your beneficiary. If you die after the payouts start, depending on the type of payout you chose, we pay the remaining value in the annuity, if any, to your beneficiary.

## RISKS

### What are some of the risks?

This annuity has several risks such as:

- ➔ Surrender Charges (see section 2(A))
- ➔ Market Value Adjustment (see section 2(A))
- ➔ Your tax liability (see section 3)

→ Our claims paying ability (see section 2(E)(6))

## FEES, EXPENSES AND OTHER CHARGES

### What happens if I take out some or all of the money from my annuity?

You can't take any of the money out of your annuity after the payout begins. Before it begins, you can take out all of your annuity's value (Full Surrender) or part of it (partial surrender). There is a \$500 minimum balance required after a partial surrender at this time.

If you make a surrender, you may:

- have to pay a surrender charge,
- incur a Market Value Adjustment (MVA), and
- have to pay income tax on the amount you take out and, if you surrender before you are age 59½, you may have to pay an income tax penalty.

Here is how the surrender charge is calculated:

Guarantee Period Year	1	2	3	4	5	6+
• Initial Guarantee Period	6%	6%	5%	4%	3%	2%
• Subsequent Guarantee Period	4%	3%	2%	2%	2%	2%

The MVA is intended to make up our losses for having to prematurely sell the investments that support your guaranteed rates. The MVA reflects the interest rates prevailing at the time of your early withdrawal. The MVA may reduce or add to your Surrender Value as summarized below:

If the Interest Rate Goes:	Then, Your MVA Impact Goes:
Down (↓)	Up (↑)
Up (↑)	Down (↓)

*Exceptions:* In some cases, we may waive the surrender charge or the Market Value Adjustment. For example, there is no surrender charge if we pay the remaining value of your annuity to a beneficiary after your death. See section 2(B) for more information.

### Do I pay any other fees or charges?

No. There aren't any other fees or charges on this annuity.

## TAXES

### How will payouts and withdrawals from my annuity be taxed?

This annuity is tax-deferred, which means you do not pay taxes on the interest it earns until the money is paid to you. When you take payouts or make a surrender, you pay ordinary income taxes on the earned interest. You also pay a 10% federal income tax penalty on earnings you withdraw before age 59½. If your state imposes a premium tax, it will be deducted from the money you receive.

You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features and costs of the two annuities. You may pay a surrender charge and MVA if you make the exchange during a Guarantee Period. Also, you may pay a surrender charge if you make withdrawals from the new annuity during the first years you own it.

**Does buying an annuity in a retirement plan provide extra tax benefits?**

No. Buying an annuity within an IRA, 401(k) or other tax deferred retirement plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

**OTHER INFORMATION****How do I buy this annuity?**

✎ Complete our application or order request.

\$ Include the minimum Premium Payment.

**What else do I need to know?**

- Once you start to receive your payouts, you cannot surrender your annuity.
- If you do not choose an annuity payout option, we start payouts on the starting date you chose and continue them for 120 months (10 years).
- Many states have laws that give you a set number of days to look at an annuity after you buy it. If you decide during that time that you do not want it, you can return the annuity and usually get all your money back.
- We pay a commission at the time of sale to broker-dealers, financial institutions and other affiliated broker-dealers ("Financial Intermediaries") that your registered representative is associated with. Commission arrangements vary by Financial Intermediary and generally increase based on the length of the Guarantee Period you choose. These arrangements create a potential conflict of interest.
- We also pay promotional fees to certain Financial Intermediaries to encourage the sale of this annuity. These additional payments could create an incentive for your Financial Intermediary or registered representative to recommend products that pay them more than others do.

**What should I know about the insurance company?**

We are a Connecticut stock life insurance company engaged in the business of writing life insurance and individual and group annuities in almost every state. Hartford Life Insurance Company was originally incorporated in 1902. The Hartford Financial Services Group, Inc., one of the largest financial service providers in the United States, ultimately controls us.

**Ask Questions**

Before you decide to buy any annuity, consider the following questions, among others:

- Will you use the annuity primarily to save for retirement or a similar long-term goal?
- Are you willing to take the risk that your Contract Value will go down if you incur a Market Value Adjustment (MVA) because you needed your money before the end of a Guarantee Period?
- Do you intend to hold this annuity long enough to avoid paying any contingent deferred surrender charges?
- If you are exchanging one annuity for another one, do the benefits of the exchange outweigh the costs, such as any MVA or surrender charges that you might have to pay if you withdraw your money before the end of the surrender charge period for the new annuity?

## 2. The Contract

### Who can buy this Contract?

The Contract is an individual, tax-deferred, modified guaranteed annuity contract designed for retirement planning purposes. Any individual or trust may purchase it, including IRAs adopted according to Section 408 of the Code.

The examples above represent "Qualified Contracts" as defined by the Code. In addition, individuals and trusts can also purchase Contracts that are not part of a tax qualified retirement plan. These are known as "Non-Qualified Contracts." If you are purchasing the Contract for use in an IRA or qualified retirement plan, you should consider other features of the Contract besides tax deferral, since any investment vehicle used within an IRA or qualified plan already receives tax-deferred treatment under the Code.

### How do I purchase a Contract?

You may purchase a Contract by completing and submitting an application or an order request along with your Premium Payment. The minimum Premium Payment is:

- \$5,000 – Non-Qualified Contracts; or
- \$2,000 – Qualified Contracts.

Prior approval is required for a Premium Payment of \$1,000,000 or more.

You may only purchase a Contract through a Financial Intermediary. A registered representative will work with you to complete and submit an application or an order request form. Part of this process will include an assessment whether this annuity may be suitable for you. Prior to recommending the purchase or exchange of an annuity, your registered representative shall make reasonable efforts to obtain certain information about you and your investment needs. This recommendation will be independently reviewed by a principal within your Financial Intermediary before an application or order will be sent to us. Your Premium Payment will not be invested during this period.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who purchases a Contract. When you purchase a Contract, your Financial Intermediary will ask for your name, address, date of birth and other information that will allow us to identify you. They may also ask to see your driver's license or other identifying documents.

A Premium Payment must be payable in U.S. dollars and checks must be drawn on U.S. banks. We do not accept cash, third party checks or double endorsed checks. We reserve the right to limit the number of checks processed at one time. If your check does not clear, your purchase will be cancelled and you could be liable for any losses or fees incurred. A check must clear our account through our Administrative Office to be considered to be in good order.

Multiple Premium Payments will be permitted only in respect of tax-free exchanges. In these circumstances, Premium Payments will be deposited into an interest-free suspense account until the exchange process is completed.

Neither you nor your Annuitant must have had your 86th birthday on the date that your Contract is issued. If a non-natural person will own the Contract, the Annuitant must not be older than age 86 as of the Contract issuance date. You must be of legal age in the state where the Contract is being purchased or a guardian must act on your behalf.

### How is the Premium Payment applied to my Contract?

Your Contract will be issued after we receive your Premium Payment and your application or order request is in good order. If the application/order request or other information accompanying the Premium Payment is incomplete when we receive it, we will hold the money in a non-interest bearing account for up to fifteen (15) business days while we try to obtain complete information. If we cannot obtain the information within that time, we will return your Premium Payment or you may request us to

hold your Premium Payment until you provide the necessary information. We will send you a confirmation after we apply your Premium Payment.

**Can I cancel my Contract after I purchase it?**

Yes. If for any reason you are not satisfied with your Contract, simply return it within ten days after you receive it with a written request for cancellation that indicates your tax-withholding instructions. In some states, you may be allowed more time to cancel your Contract. We will not deduct any surrender charge during this time; however, a Market Value Adjustment may apply. We may require additional information, including a signature guarantee, before we can cancel your Contract.

The amount we pay you upon cancellation depends on the requirements of the state where you purchased your Contract, the method of purchase, the type of Contract you purchased and your age.

**What is a Guarantee Period?**

A Guarantee Period is the length of time you select from time to time for your Guaranteed Interest Account. We declare different annual interest rates for different Guarantee Periods (these rates are called "Guaranteed Interest Rates"). Guaranteed Interest Rates are fixed for the duration of a Guarantee Period. You can contact us to find out what Guarantee Periods and current Guaranteed Interest Rates that we are then offering.

We reserve the right to establish new Guarantee Periods, modify Guarantee Periods, offer or not offer some or all Guarantee Periods and/or certain Guarantee Periods only to select distribution channels.

When you purchase your Contract, you choose the length of your Guarantee Period. This is your initial Guarantee Period. Your initial Guarantee Period will be used to determine your initial Guarantee Interest Rate.

If you transfer to a new Guarantee Period or reach the end of the initial Guarantee Period and allow this Contract to "roll over" or renew to another Guarantee Period, this is a subsequent Guarantee Period. Basically, any Guarantee Period that is not an initial Guarantee Period is a subsequent Guarantee Period. During a subsequent Guarantee Period, your Contract earns interest at the subsequent Guaranteed Interest Rate corresponding to the subsequent Guarantee Period.

We, in our sole discretion, determine the Guaranteed Interest Rates credited to each Guarantee Period; provided; however, that Guaranteed Interest Rates will never be less than the greater of 1% or the nonforfeiture interest rate applicable in your state. Annual interest credits are determined at the beginning of each Guarantee Period and are compounded daily. We, or our agents, cannot predict nor guarantee our future interest rates.

**Can I transfer into a different Guarantee Period?**

✓ **Interim Guarantee Period Transfers**

Once each Contract Year, beginning after the first Contract Year, you may transfer from one Guarantee Period to another of a different duration, provided that the duration of the new Guarantee Period is (i) at least five (5) years or longer (subject to availability), and (ii) does not extend beyond your Annuity Commencement Date.

No surrender charge will be taken for permissible interim Guarantee Period transfers. The surrender charge schedule will reset after transfer and credit will not be given for the time spent in the previous Guarantee Period. A Market Value Adjustment will be applied to your Contract Value at the time of transfer. The amount transferred into the new Guarantee Period is equal to the Contract Value on the date of the transfer after reflecting the Market Value Adjustment.

✓ **Post Guarantee Period Transfers**

At the end of your Guarantee Period, you currently have the following options:

- Voluntarily or automatically rollover your Contract Value to a subsequent Guarantee Period of the same length of time, if then available;

- Transfer to a Guarantee Period of a different available duration;
- Transfer your Contract Value to the Access Account;
- Begin making Annuity Payouts; or
- Fully surrender your Contract.

Unless we receive written instructions from you selecting a different option, and you meet all other prerequisites, we will automatically roll your Contract Value into a subsequent Guarantee Period of the same length of time. You may also transfer to a Guarantee Period of a different duration if you meet all other prerequisites. Prerequisites to transferring into a subsequent Guarantee Period are that the subsequent Guarantee Period (subject to availability) cannot extend beyond your Annuity Commencement Date. After you transfer from an expired Guarantee Period, your Contract will then receive the Guaranteed Interest Rate that we have then established for that new Guarantee Period.

#### **Can I transfer into the Access Account?**

Yes. You have the option to elect to transfer all of your Contract Value to the Access Account during certain time periods. This is a short-term account that will earn a fixed annual rate of interest that is compounded daily. We periodically declare new interest rates for the Access Account. Interest rates will never be less than the nonforfeiture interest rate applicable in your state.

You may elect to have your Contract Value transferred into the Access Account within the 30-day renewal window before or during the 30-day renewal window following the expiration of a Guarantee Period. Requests made before the expiration of a Guarantee Period will be effective on the next business day after the expiration of the Guarantee Period. Requests made after the expiration of a Guarantee Period will be effective on the Business Day that we receive your request.

You may keep your Contract Value in the Access Account for up to six (6) months during each Guarantee Period transition. Once this time period expires, your Contract Value will be automatically transferred into a new Guarantee Period with a duration equivalent to the shortest of:

- the duration of the Guarantee Period immediately preceding transfer into the Access Account;
- if the same Guarantee Period duration is not available, the Contract will be renewed into the next higher available Guarantee Period; or
- a Guarantee Period duration that will expire prior to the Annuity Commencement Date.

We may also transfer your Contract Value out of the Access Account upon spousal Contract continuation, in which event; the preceding Guarantee Period duration selection process will take place.

You may make a Full Surrender from the Access Account or annuitize your Contract without incurring surrender charges or a MVA. Refer to Appendix A for an illustration of the Full Surrender Value when Contract Value is in the Access Account.

You may not take partial surrenders while invested in the Access Account except if needed to satisfy required minimum distribution requirements under applicable tax laws. Therefore, participation in systematic withdrawal programs such as the Automatic Income Program will be automatically terminated upon transfer to the Access Account.

If the Contract Owner or Annuitant dies while the Contract Value is allocated to the Access Account, and we do not receive a payment election as provided in the settlement of Death Benefit provision of the Contract prior to the expiration date of the Access Account, we will automatically establish a renewal Guarantee Period. The effective date of the renewal Guarantee Period will be the transfer date from the Access Account to the renewal Guarantee Period. Unless otherwise specified, the duration of the renewal Guarantee Period will be the same as the Guarantee Period immediately before transferring your Contract Value to the Access Account. This Guarantee Period will remain in effect until the earlier of the settlement of the Death Benefit as provided by the Contract or the Guarantee Period expiration date.

#### **How is the value of my Contract calculated before the Annuity Commencement Date?**

We calculate your Contract Value by deducting any applicable premium tax from your Premium Payment, or your rollover or renewed Contract Value if you are in a subsequent Guarantee Period. We then credit your Contract Value on a daily basis with an amount that is equivalent to your Guarantee Period's interest rate on an annual basis and deduct any partial surrenders. Please refer to the example provided in Appendix A for more information.

#### **What other features are available?**

You may enroll in the following features (sometimes called a "Program") for no additional fee.

##### ✓ **Automatic Income Program**

This systematic withdrawal feature allows you to make partial surrenders up to your Annual Free Withdrawal Amount each Contract Year. You can choose the frequency of partial surrenders from:

- monthly
- quarterly
- semiannually
- annually

The minimum surrender is \$100. If at the end of a Guaranteed Period you elect to transfer your Contract Value to the Access Account, your enrollment in this Program will automatically discontinue.

##### ✓ **Extended Withdrawal Privilege Rider**

When the Annuitant reaches age 70½, the annual Extended Withdrawal Privilege on the Contract is the greater of:

- the Annual Free Withdrawal Amount; or
- the amount based on multiplying the Contract Value on December 31st of the previous calendar year by a percentage taken from the IRS tables currently in use, less surrenders made during the current Contract Year.

Any surrender greater than either of the two amounts described above will be subject to any applicable surrender charges and a MVA.

##### ✓ **Reinstatement**

The Owner has the option to request a reinstatement after a surrender (partial or full) upon return of the check with a written letter of instruction to us. Surrender charges from the surrender will be credited back to the Contract Value.

## **A. Charges and Fees**

#### **What happens if I request a surrender before the end of the Guarantee Period?**

If you take money out of the Contract before the end of your Guarantee Period, the following charges may apply:

##### ✓ **Surrender Charges**

Surrender charges cover some of the expenses relating to the sale and distribution of the Contract, including commissions paid to Financial Intermediaries and the cost of preparing sales literature and other promotional activities.

Except as discussed below, we assess a surrender charge when you request a full or partial surrender. Surrender charges vary according to the following schedule (subject to state variations).

Guarantee Period Year <sup>1</sup>	Surrender Charge	
	Initial Guarantee Period	Subsequent Guarantee Period
1	6%	4%
2	6%	3%
3	5%	2%
4	4%	2%
5	3%	2%
6	2%	2%
7	2%	2%
8	2%	2%
9	2%	2%
10+	2%	2%

When you request a surrender, we deduct the dollar amount you request from your Contract Value. Then we subtract the Annual Free Withdrawal Amount from funds then assigned to a Guarantee Period. This difference is then the amount subject to a surrender charge. We then determine the appropriate percentage of surrender charge to be deducted by reference to the applicable Surrender Charge Period. We deduct the surrender charge from the amount to be surrendered, and, provided there is no MVA, pay you that amount. Surrender charges are applied prior to assessing a Market Value Adjustment.

The following situations are NOT subject to a surrender charge:

- Surrenders made at the end of a Guarantee Period or within the first 30 days after electing a subsequent Guarantee Period;
- Partial surrender of not more than the Annual Free Withdrawal Amount;
- Upon death of the Annuitant, joint Owner or Owner;
- Admission to a nursing facility after satisfying certain conditions discussed below;
- Upon annuitization of your Contract (Annuity Commencement Date);
- Permissible duration exchanges;
- Upon cancellation during the right to examine period;
- Full Surrenders when Contract Value is invested in the Access Account; and/or
- Required Minimum Distributions from IRAs.

We will waive any surrender charge applicable to a partial or full Surrender if you, the joint owner or the Annuitant, is confined, at the recommendation of a physician for medically necessary reasons, for at least 180 calendar days to a:

- (a) hospital recognized as a general hospital by the proper authority of the state in which it is located;
- (b) hospital recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- (c) facility certified by Medicare as a hospital or long-term care facility; or
- (d) nursing home licensed by the state in which it is located and offers the services of a registered nurse 24 hours a day.

<sup>1</sup> A Guarantee Period Year is measured from the Contract issue date, renewal date or Guarantee Period transfer date, as applicable to the surrender date. The surrender charge schedule will reset at each Guarantee Period renewal or transfer.



For the waiver to apply, you must:

- (a) have owned the Contract continuously since it was issued;
- (b) provide written proof of confinement satisfactory to us; and
- (c) request the surrender within 91 calendar days of the last day of confinement.

This waiver is not available if you, the joint Owner or the Annuitant is confined to any of the foregoing facilities when you purchased the Contract. A MVA may still be applicable. This waiver may not be available in all states.

✓ **Market Value Adjustment (MVA)**

The Market Value Adjustment is designed to compensate us for potential lost investment opportunities associated with premature surrenders. We assume that you will keep your Premium Payments invested for the duration of the Guarantee Period selected. We invest in various hedging strategies and investments to support Guaranteed Interest Rates. We may lose money if we are required to prematurely liquidate these investments at a discount. The Market Value Adjustment formula is intended to neutrally assess the charge you must pay from your earnings to make up for our losses. There is no minimum percentage of earnings that is exempt from a Market Value Adjustment. In the event that you make a surrender at a time when interest rates have declined, you may receive the benefit of positive market action. On the other hand, we could realize a gain when we sell the investments that support Guaranteed Interest Rates. In that situation, the market value adjustment formula may result in a positive adjustment to your surrender.

The formula that will be used to determine the Market Value Adjustment is:

$$\left( \frac{(1+i)}{(1+j)} \right)^{n/12}$$

where,

- i = The U.S. Constant Maturity Treasury<sup>2</sup> rate as of three business days prior to the Guaranteed Period effective date (expressed as a decimal, e.g., 1% = .01) with maturity years equal to the length of the then Guarantee Period plus the [Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread<sup>3</sup>] rate as of three business Days prior to the Guaranteed Period effective date; and
- j = The U.S. Constant Maturity Treasury<sup>2</sup> rate as of three business days prior to the date the interest adjustment is applied (expressed as a decimal, e.g., 1% = .01) with maturity years equal to the remainder of the then current Guarantee Period (this will be interpolated as necessary) plus the [Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread<sup>3</sup>] rate declared as of three business Days prior to the date the interest adjustment is applied; and
- n = The number of complete months from the surrender date to the end of the then current Guarantee Period.

In the event that any index or rate is no longer available, we will use a substantially similar index or rate for determining the Market Value Adjustment. If a discontinued index or rate is not available for a Guarantee Period Renewal, we will use a substantially similar index or rate, as applicable. We will notify you of any changes in the availability of the index or rate, and the applicable substitute we will use.

<sup>2</sup> "Constant Maturity Treasury" rates are yields interpolated by the U.S. Department of the Treasury from the daily yield curve. This curve, which relates the yield on a security to its time to maturity is based on the closing market bid yields on actively traded Treasury securities in the over-the-counter market. These market yields are calculated from composites of quotations obtained by the Federal Reserve Bank and are available at <http://www.federalreserve.gov>.

<sup>3</sup> [The Lehman Brothers U.S. Intermediate Credit Index Option-Adjusted Spread (OAS) is the yield of the Lehman Brothers U.S. Intermediate Credit Index (adjusted for the value of any options embedded within the securities that comprise the index) less the Treasury yield of a duration comparable to that of the Lehman Brothers U.S. Intermediate Credit Index. The Lehman U.S. Intermediate Credit Index is an unmanaged index composed of dollar-denominated, investment-grade corporate debt and sovereign, supranational, local authority, and non-U.S. agency bonds that have a remaining maturity of greater than or equal to one year and less than ten years. Investments cannot be made in an index. Spread rates are available at <https://live.lehman.com>.]

Refer to Appendix A for illustrations of the Market Value Adjustment.

**Market Value Adjustments and surrender charges can cause the amount you would receive upon a Full Surrender to be less than your original Premium Payment.**

We will apply a Market Value Adjustment unless you:

- request to fully surrender during the right to examine period;
- transfer to a new Guarantee Period at the end of your current Guarantee Period;
- transfer to the Access Account;
- request distributions due to death;
- request a partial surrender of not more than the Annual Free Withdrawal Amount;
- ask that we begin to make Annuity Payouts at any time other than at the end of your Guarantee Period; or
- annuitize your Contract (Annuity Commencement Date) on a date that coincides with the end of a Guarantee Period.

✓ **Premium Taxes**

Regardless of when you make a surrender, we deduct premium taxes, if required, by your state or other government agency. Some states collect the taxes when Premium Payments are made; others collect them at annuitization. Since we pay premium taxes, we may deduct them from your Contract when we pay them upon surrender, or on the Annuity Commencement Date. The premium tax rate varies by state or municipality.

✓ **Other Charges**

We may offer reduced fees and charges for certain Contracts that may result in decreased costs and expenses.

## **B. Surrenders**

### **Are there any restrictions on partial surrenders?**

Yes. If you request a partial surrender before we begin to make Annuity Payouts, there are two restrictions:

- The amount you want to surrender must be at least equal to \$500 – our current minimum for partial surrenders, and
- The Contract must have a Surrender Value greater than the Minimum Contract Value after the surrender.

The above restrictions do not apply to the Annual Free Withdrawal Amount.

We reserve the right to terminate your Contract and pay you the Contract Value minus any applicable charges or adjustments if your Contract Value is under the Minimum Contract Value after the surrender.

### **How do I request a surrender?**

Requests for surrenders must be in writing. To request a full or partial surrender, complete a surrender form or send us a letter, signed by you, stating:

- the dollar amount that you want to receive, either before or after we withhold taxes and deduct for any applicable charges;
- your tax withholding amount or percentage, if any; and
- your mailing address.

If there are joint Owners, both must authorize all surrenders.

We may defer payment of any partial or Full Surrender for a period not exceeding six months from the date of our receipt of your notice of surrender or the period permitted by state insurance law, if less. We may defer a surrender payment more than 10 days and, if we do, we will pay interest of at least 1% per annum on the amount deferred.

**What tax consequences are associated with surrenders?**

Prior to age 59½ — If you make a surrender prior to age 59½, there may be adverse tax consequences including a 10% federal income tax penalty on the taxable portion of the surrender payment. Surrendering before age 59½ may also affect the continuing tax-qualified status of some Contracts.

More than one Contract issued in the same calendar year — If you own more than one Contract issued by us or our affiliates in the same calendar year, then these Contracts may be treated as one Contract for the purpose of determining the taxation of distributions prior to the Annuity Commencement Date.

**C. Death Benefit****What is the Death Benefit and how is it calculated?**

Before we begin to make Annuity Payouts, we will pay a Death Benefit upon the death of the Owner, joint Owner or Annuitant, provided there is no surviving Contingent Annuitant. The Death Benefit is calculated as of the date we receive a certified death certificate or other legal document acceptable to us at our Administrative Office. The Death Benefit we pay is equal to the Contract Value on the date we receive the requisite documents.

**How is the Death Benefit paid?**

The Death Benefit may be taken in one lump sum or under any of the Annuity Payout Options then being offered by us. An Owner may designate the manner in which the Beneficiary will receive the Death Benefit. The Death Benefit amount remains invested and is subject to market fluctuation until complete settlement instructions are received from each Beneficiary. On the date we receive complete instructions from the Beneficiary, we will compute the Death Benefit amount to be paid out or applied to a selected Annuity Payout Option. When there is more than one Beneficiary, we will calculate the Death Benefit amount for each Beneficiary's portion of the proceeds and then pay it out or apply it to a selected Annuity Payout Option according to each Beneficiary's instructions. If we receive complete instructions on a non-Valuation Day, computations will take place on the next Valuation Day.

Unless we are otherwise instructed, we may in our discretion, issue the Beneficiary a draft book if your Beneficiary elects to receive the Death Benefit amount as a lump sum payment. The Beneficiary can write one draft for total payment of the Death Benefit, or write drafts as needed. We will credit interest at a rate determined periodically in our sole discretion. For federal income tax purposes, the Beneficiary will be deemed to have received the lump sum payment. Interest will be taxable to the Beneficiary in the tax year that it is credited. We may issue a check to the Beneficiary if the Beneficiary resides, or the Contract was purchased, in a state that imposes restrictions on this method of payment.

The Beneficiary may elect under the Annuity Proceeds Settlement Option "Death Benefit Remaining with the Company" to leave proceeds from the Death Benefit invested with us for up to five years from the date of death if death occurred before the Annuity Commencement Date. The Beneficiary can take surrenders without paying surrender charges.

We reserve the right to inform the IRS in the event that we believe that any Beneficiary has intentionally delayed delivering proper proof of death in order to circumvent applicable Code proceeds payment duties. We shall endeavor to fully discharge the last instructions from the Owner wherever possible or practical.

The Beneficiary of a non-qualified Contract or IRA (prior to the required distribution date) may also elect the Single Life Expectancy Only option. This option allows the Beneficiary to take the Death

Benefit in a series of payments spread over a period equal to the Beneficiary's remaining life expectancy. Distributions are calculated based on IRS life expectancy tables. This option is subject to different limitations and conditions depending on whether the Contract is non-qualified or an IRA.

If the Owner dies before the Annuity Commencement Date, the Death Benefit must be distributed within five years after death or be distributed under a distribution option or Annuity Payout Option that satisfies the Alternatives to the Required Distributions described below.

If the Owner dies on or after the Annuity Commencement Date under an Annuity Payout Option that permits the Beneficiary to elect to continue Annuity Payouts or receive the commuted value of the Contract, any remaining value must be distributed at least as rapidly as under the payment method being used as of the Owner's death.

If the Owner is not an individual (e.g. a trust), then the original Annuitant will be treated as the Owner in the situations described above and any change in the original Annuitant will be treated as the death of the Owner.

Required Distributions — if the Owner dies before the Annuity Commencement Date, the Death Benefit must be distributed within five years after death. The Beneficiary can choose any Annuity Payout Option that results in complete Annuity Payout within five years.

If the Owner dies on or after the Annuity Commencement Date under an Annuity Payout Option with a payout upon Death Benefit, any remaining value must be distributed at least as rapidly as under the Annuity Payout Option being used as of the Owner's death.

If the Owner is not an individual (e.g. a trust), then the original Annuitant will be treated as the Owner in the situations described above and any change in the original Annuitant will be treated as the death of the Owner.

#### **What should the Beneficiary consider?**

Alternatives to the Required Distributions — the selection of an Annuity Payout Option and the timing of the selection will have an impact on the tax treatment of the Death Benefit. To receive favorable tax treatment, the Annuity Payout Option selected: (a) cannot extend beyond the Beneficiary's life or life expectancy, and (b) must begin within one year of the date of death.

If these conditions are **not** met, the Death Benefit will be treated as a lump sum payment for tax purposes. This sum will be taxable in the year in which it is considered received.

Spousal contract continuation — if the Owner dies, the Owner's spouse (as defined by the Code), if named as sole Beneficiary, may elect to continue the Contract as the new Owner. This spousal continuation is available only once for each Contract. The spouse may alternatively elect to receive the Death Benefit in one lump sum payment or have the Death Benefit paid under one of the Annuity Payout Options.

In the event of the death of the Owner when there is no joint Owner, the Annuitant (Contingent Annuitant if applicable) is alive and the spouse is the sole beneficiary, unless the spouse elects to be paid through another death benefit option, the Contract will continue with the spouse as the Owner and all rights of the original Owner shall become the spouse's.

Death Benefit while in the Access Account — if the Contract Owner or Annuitant dies while the Contract Value is allocated to the Access Account, and we do not receive a payment election as provided in the Settlement of Death Benefit provision of the Contract prior to the expiration date of the Access Account, we will automatically establish a renewal Guarantee Period. The renewal will be effective as of the date of transfer from the prior Guarantee Period Access Account expiration date, and will be established using the same duration, allocation and account(s), as applicable, previously selected by the Contract Owner associated with the prior Guarantee Period. This will remain in effect until the earlier of the Settlement of the Death Benefit as provided by the Contract or the Guarantee Period Expiration Date.

#### Who will receive the Death Benefit?

The distribution of the Death Benefit is based on whether death is before, on or after the Annuity Commencement Date. The following tables describe common scenarios. Under certain circumstances; however, a Death Benefit may not be payable.

If death occurs before the Annuity Commencement Date:

If the deceased is the . . .	and . . .	and . . .	then the . . .
Owner	There is a surviving joint Owner	The Annuitant is living or deceased	Joint Owner receives the Death Benefit.
Owner	There is no surviving joint Owner	The Annuitant is living or deceased	Designated Beneficiary receives the Death Benefit.
Owner	There is no surviving joint Owner or surviving Beneficiary	The Annuitant is living or deceased	Owner's estate receives the Death Benefit.
Annuitant	The Annuitant is also the Owner	There is no named Contingent Annuitant or there is no Contingent Annuitant	Designated Beneficiary receives the Death Benefit.
Annuitant	The Owner is a trust or other non-natural person	There is no named Contingent Annuitant	The Owner receives the Death Benefit.
Annuitant	The Owner is living	There is no named Contingent Annuitant	The Owner is presumed to be the Contingent Annuitant and the Contract continues. The Owner may waive this presumption and receive the Death Benefit.
Annuitant	The Owner is living	The Contingent Annuitant is living	Contingent Annuitant becomes the Annuitant, the designated Beneficiary remains the Beneficiary and the Contract continues.

If death occurs on or after the Annuity Commencement Date:

If the deceased is the . . .	and . . .	then the . . .
Owner	The Annuitant is living	Designated Beneficiary becomes the Owner and Payments continue.
Annuitant	The Owner is living	Owner receives the Death Benefit.
Annuitant	The Annuitant is also the Owner	Designated Beneficiary receives the Death Benefit.

## **D. Annuity Payouts**

### **1. When do you want Annuity Payouts to begin?**

You select an Annuity Commencement Date when you purchase your Contract or at any time before we begin making Annuity Payouts. You may change the Annuity Commencement Date by notifying us before we begin to make Annuity Payouts.

The Annuity Commencement Date cannot be deferred beyond the end of the Guarantee Period immediately following the Annuitant's 90th birthday or the end of the Guarantee Period immediately following the end of the 10th Contract Year, whichever is later. You may elect a later date to begin receiving payments, subject to the laws and regulations then in effect, your broker-dealer's protocols, if any and our prior approval. Unless you elect an Annuity Payout Option before the Annuity Commencement Date, we will begin to make Annuity Payouts under the Life Annuity with a 10-Year Period Certain Annuity Payout Option.

If the Annuity Commencement Date does not coincide with the end of a Guarantee Period, a Market Value Adjustment will apply. In that case, we will determine the amount available for Annuity Payouts by taking your Contract Value, deducting any applicable premium taxes and then multiplying that amount by the Market Value Adjustment. No Market Value Adjustment will apply if the Annuity Commencement Date coincides with the end of your Guarantee Period.

If you rollover into a subsequent Guarantee Period or transfer to a Guarantee Period of a different duration, you cannot rollover or transfer into a Guarantee Period with a duration that will take you past your Annuity Commencement Date. That means that if you elected to begin Annuity Payouts on your Annuitant's 90th birthday and your Annuitant is 87 years old, you would not be able to rollover or transfer into a new Guarantee Period with a duration longer than 3 years unless you extended your Annuity Commencement Date.

All Annuity Payouts, regardless of frequency, will occur on the same day of the month as the Annuity Commencement Date.

### **2. Which Annuity Payout Option do you want to use?**

Your Contract contains the Annuity Payout Options described below. We may at times offer other Annuity Payout Options. Once Annuity Payouts begin, you cannot change the Annuity Payout Option.

**Life Annuity** — We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first Payout, two Annuity Payouts if the Annuitant dies after the second Payout, and so forth.

**Life Annuity with a Cash Refund** — We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. At the death of the Annuitant, if the Contract Value on the Annuity Commencement Date minus any premium tax is greater than the sum of all Annuity Payouts already made, any difference will be paid to the Beneficiary.

**Life Annuity with Payments for a Period Certain** — We make Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a period of time you select between 5 years and 100 years minus the age of the Annuitant. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of years, then the Beneficiary may elect to (a) continue Annuity Payouts for the remainder of the minimum elected number of years or (b) receive the commuted value in one sum.

**Joint and Last Survivor Life Annuity** — We will make Annuity Payouts as long as either the Annuitant or Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts to the other Annuitant until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at 100%, or
- Decrease to 66.67%, or
- Decrease to 50%.

The percentages represent actual dollar amounts. The percentage will also affect the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.

**Payments For a Period Certain** — We will make Annuity Payouts for the number of years that you select. During the first Contract Year, you can select any period between 10 years and 100 years minus the Annuitant's age. After the first Contract Year, you can select any period between 5 and 100 years minus the Annuitant's age. If, at the death of the Annuitant, Annuity Payouts have been made for less than the period certain, then the Beneficiary may elect to (a) continue Annuity Payouts for the remainder of the minimum elected number of years or (b) receive the commuted value in one sum.

- You cannot surrender your Contract once Annuity Payouts begin.
- Qualified Contracts — if you elect an Annuity Payout Option with a Period Certain, the guaranteed number of years must be less than the life expectancy of the Annuitant at the time the Annuity Payouts begin. We compute life expectancy using the IRS mortality tables.
- Automatic Annuity Payments — if you do not elect an Annuity Payout Option, Annuity Payouts will automatically begin on the Annuity Commencement Date under the Life Annuity with Payments for a Period Certain Annuity Payout Option with a ten-year period certain.

**Annuity Proceeds Annuity Option** - Amounts otherwise payable as a death benefit left in the Contract for a period not to exceed five years from the date of any Contract Owner or Annuitant's death prior to the Annuity Commencement Date. The amounts otherwise payable as a death benefit will remain in the same Guarantee Period and continue to earn the same interest rate as at the time of death. If the Guarantee Period ends before the end of the five year period, the beneficiary may elect a new Guarantee Period with a duration closest to, but not to exceed the time remaining in the period of five years from the date of the Contract Owner's or Annuitant's death. Full or partial surrenders may be made at any time. In the event of any surrender; however, the remaining value will equal the death benefit, minus any Gross Surrender Values, plus any interest earned.

### 3. How often do you want the Payee to receive Annuity Payouts?

In addition to selecting an Annuity Commencement Date and an Annuity Payout Option, you must also decide how often you want the Payee to receive Annuity Payouts. You may choose to receive Annuity Payouts:

- |                |             |
|----------------|-------------|
| ➤ monthly      | ➤ quarterly |
| ➤ semiannually | ➤ annually  |

Once you select a frequency, it cannot be changed after the Annuity Commencement Date. If you do not make a selection, the Payee will receive monthly Annuity Payouts. The first payment must be at least equal to the minimum payment amount according to our rules then in effect. If at any time, payments become less than the minimum payment amount, we have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, we may make an alternative arrangement with you.

### 4. How are Annuity Payouts calculated?

The Tables in the Contract provide for guaranteed dollar amounts of monthly payments for each \$1,000 applied under the Annuity Payout Options. Under the Life Annuity, Life Annuity with Cash Refund and Life Annuity with Payments for a Period Certain, the amount of each Annuity Payout will depend upon the age and gender of the Annuitant at the time the first Annuity Payout is due. Under the Joint and Last Survivor Life Annuity and Joint and Last Survivor Life Annuity with Payments for a Period Certain, the amount of the first Annuity Payout will depend upon the gender of both Annuitants and their ages at the time the Annuity Payout is due.

Gender will not be used to determine the amount of the Annuity Payouts if the Contract is issued to qualify under certain sections of the Code. If gender is used to determine the amount of Annuity Payouts, the Annuity tables in the Contract will provide guaranteed minimum rates of payment for male Annuitants and female Annuitants.

The fixed payment Annuity tables for the Annuity Payout Options, except for Payments for a Period Certain Annuity Payout Option are based on the 1983a Individual Annuity Mortality Table projected to the year 2000 using Projection Scale G and an interest rate of 2.5%. The table for the Payments for a Period Certain Annuity Payout Option is based on an interest rate of 2.5% per annum.

The Annuity tables for the Annuity Payout Options, except for Payments for a Period Certain Annuity Payout Option are age dependent. The amount of the first payment will be based on an age a specified number of years younger than the Annuitant's then attained age. The age setback is as follows:

Date of First Payment	Age Setback
2008 - 2014	2 years
2015 - 2019	3 years
2020 - 2029	4 years
2030 - 2039	5 years
2040 or later	6 years

## E. Miscellaneous

### 1. Definitions

The following terms are capitalized throughout this prospectus.

**Access Account** — An account where the Contract Value may be temporarily invested at the end of any Guaranteed Period.

**Administrative Office of the Company** — 200 Hopmeadow Street, Simsbury, Connecticut 06089.

**Annuitant** — The person on whose life this Contract is issued.

**Annuity Commencement Date** — The date we start to make Annuity Payouts.

**Annual Free Withdrawal Amount** — This amount equals any interest credited to the Contract Value during the 12 months prior to the Surrender Date that was not previously withdrawn.

**Beneficiary** — The person(s) entitled to receive benefits pursuant to the Contract following the death of the Owner(s) or Annuitant, as applicable.

**Business or Valuation Day** — Any day that we, and for so long as, the New York Stock Exchange is open.

**Code** — The Internal Revenue Code of 1986, as amended.

**Contingent Annuitant** — The person you may designate to become the Annuitant if the Annuitant dies prior to the Annuity Commencement Date.

**Contract** — The individual annuity contract and any endorsements or riders. The terms "Contract" and "annuity" are used synonymously throughout this Prospectus.

**Contract Anniversary** — The annual anniversary of the date that a Contract is issued. If the Contract Anniversary Date falls on a non-Business Day, then the Contract Anniversary will be the preceding Business Day.

**Contract Value** — The sum of your Premium Payment and all interest earned minus any Full or Partial Surrenders, Market Value Adjustments and any applicable premium taxes.



**Contract Year** — The 12-month period between Contract Anniversaries, beginning on the date that the Contract is issued.

**Death Benefit** — The amount that we will pay upon the death of the Owner(s) or the Annuitant, as applicable.

**Full Surrender** — The full liquidation of your Contract upon which you will receive the Surrender Value.

**Gross Surrender Value** — The amount deducted from your Contract Value (including applicable Surrender Charges, Premium Taxes and Market Value Adjustment).

**Guaranteed Interest Account or Account** — During the initial Guarantee Period and any subsequent Guarantee Periods, the Contract Value is allocated to this account and earns interest that is guaranteed at a rate that we determine for such Guarantee Period duration as then offered by us.

**Guarantee Period(s)** — The period offered by us and elected by you for which either an initial or renewal interest rate will be created.

**Hartford, we, us or our** — Hartford Life Insurance Company.

**Joint Annuitant** — The person on whose life Annuity Payouts are based if the Annuitant dies after the Annuity Calculation Date. You may name a Joint Annuitant only if your Annuity Payout Option provides for a survivor. The Joint Annuitant may not be changed.

**Market Value Adjustment (MVA)** — An positive or negative adjustment applied in the determination of your Gross Surrender Value after the Annual Free Withdrawal Amount is taken into consideration, if applicable, and after Surrender Charges are deducted, if applicable.

**Minimum Contract Value** — The lowest Contract Value needed to sustain a Contract.

**Net Surrender Value** — The amount payable upon a partial or Full Surrender or commutations after any applicable Surrender Charges, Premium Taxes and MVA have been applied.

**Owner or you** — The owner or holder of this Contract.

**Surrender Value** — Contract Value as of a Full Surrender minus any applicable surrender charges and Market Value Adjustments, as applicable.

## 2. Ownership Changes

We reserve the right to approve all ownership changes, including any assignment of your Contract (or any benefits) to others or the pledging of your Contract as collateral. You may not change the named Annuitant. However, if the Annuitant is still living, the Contingent Annuitant may be changed at any time prior to the Annuity Commencement Date by sending us written notice.

## 3. Assignment

A non-qualified Contract may be assigned. We must be properly notified in writing of an assignment. Any Annuity Payouts or surrenders requested or scheduled before we record an assignment will be made according to the instructions we have on record. We are not responsible for determining the validity of an assignment. Assigning a non-qualified Contract may require the payment of income taxes and certain penalty taxes. A qualified Contract may not be transferred or otherwise assigned (whether directly or used as collateral for a loan), unless allowed by applicable law and approved by us in writing. We can withhold our consent for any reason. We are not obligated to process any request for approval within any particular time frame. Please consult a qualified tax adviser before assigning your Contract.

## 4. Amendment of Contracts

We may modify the Contract, but no modification will affect the amount or term of any Contract unless a modification is required in order to conform the Contract to applicable law. No modification will

affect the method by which Contract Values are determined. We will notify you in writing of any Contract amendments.

## **5. State Variations**

The following section describes modifications to this prospectus required by one or more state insurance departments as of the date of this prospectus. References to certain state's variations do not imply that we actually offer Contracts in each such state. These variations are subject to change without notice and additional variations may be imposed as specific states approve new riders.

## **6. The Company**

Hartford Life Insurance Company is the issuer of the Contract. Hartford Life Insurance Company is a life insurance company organized under the laws of Connecticut. Our home office is located at 200 Hopmeadow Street, Simsbury, CT 06089.

Hartford Life Insurance Company and its subsidiaries ("Hartford Life" or the "Company"), is a direct subsidiary of Hartford Life and Accident Insurance Company ("HLA"), a wholly owned subsidiary of Hartford Life, Inc. ("Hartford Life"). Hartford Life is an indirect subsidiary of The Hartford Financial Services Group, Inc. ("The Hartford"). The Company, together with HLA, provides (i) retail and institutional investment products, including variable annuities, fixed market value adjusted ("MVA") and fixed annuities, (ii) whole life/variable universal life insurance, (iii) group benefits products such as group life and group disability insurance and (iv) annuity products through its international operations. The Company is one of the largest sellers of individual variable annuities, variable universal life insurance and group disability insurance in the United States.

Hartford Life Insurance Company is licensed to operate in all states, the District of Columbia and Puerto Rico. We intend to offer the Contract in any jurisdictions in which we are licensed.

## **7. Investments by Hartford Life**

Our assets must be invested in accordance with the requirements established by applicable state laws regarding the nature and quality of investments that may be made by life insurance companies and the percentage of assets that may be committed to any particular type of investment. In general, these laws permit investments, within specified limits and subject to certain qualifications, in federal, state and municipal obligations, corporate bonds, preferred and common stocks, real estate mortgages, real estate and certain other investments.

Contract reserves will be accounted for in a non-unitized separate account. Owners have no priority claims on assets accounted for in this separate account. All our assets, including those accounted for in this separate account, are available to meet the guarantees under the Contracts and are available to meet our general obligations.

In establishing Guaranteed Interest Rates, we intend to take into account the yields available on the instruments in which we intend to invest the proceeds from the Contracts. Our investment strategy with respect to the proceeds attributable to the Contracts will generally be to invest in investment-grade (or comparable investment quality) debt instruments having durations tending to match the applicable Guarantee Periods. We are not obligated to invest the proceeds attributable to the Contract according to any particular strategy, except as may be required by applicable law.

## **8. Experts**

The consolidated financial statements and related financial statement schedules incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the year ended December 31, 2007 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report dated February 20, 2008 which is incorporated herein by reference, and has been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods, ended September 30, 2008 and 2007, which is incorporated herein by reference, Deloitte & Touche LLP, an independent

registered public accounting firm, have applied limited procedures in accordance with the standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports included in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933, as amended, for their reports on the unaudited interim financial information because those reports are not "reports" or a "part" of the registration statement prepared or certified by an accountant within the meaning of applicable law.

Richard J. Wirth, Assistant General Counsel for Hartford Life Insurance Company has passed upon the validity of the interests in the Contracts described in this Prospectus.

## 9. How Contracts are sold

We have entered into a distribution agreement with our affiliate Hartford Securities Distribution Company, Inc. ("HSD") under which HSD serves as the principal underwriter for the Contracts, which are offered on a continuous basis. HSD is registered with the Securities and Exchange Commission under the 1934 Act as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). The principal business address of HSD is the same as ours. PLANCO Financial Services, Inc., a subsidiary of Hartford Life Insurance Company, provides marketing support for us. Woodbury Financial Services, Inc. is another affiliated broker-dealer that sells this Contract.

HSD has entered into selling agreements with affiliated and unaffiliated broker-dealers, and financial institutions ("Financial Intermediaries") for the sale of the Contracts. We pay compensation to HSD for sales of the Contracts by Financial Intermediaries. HSD, in its role as principal underwriter, did not retain any underwriting commissions for the fiscal year ended December 31, 2007. Contracts will be sold by individuals who have been appointed by us as insurance agents and who are registered representatives of Financial Intermediaries ("registered representatives").

We list below types of arrangements that help to incentivize sales people to sell our variable products. These types of arrangements could be viewed as creating conflicts of interest.

Financial Intermediaries receive commissions (described below under "Commissions"). Certain selected Financial Intermediaries also receive additional compensation (described below under "Additional Payments"). All or a portion of the payments we make to Financial Intermediaries may be passed on to registered representatives according to Financial Intermediaries' internal compensation practices.

Affiliated broker-dealers also employ individuals called "wholesalers" in the sales process. Wholesalers typically receive commissions based on Premium Payments or Contract Value.

### ✓ **Commissions**

Up front commissions paid to Financial Intermediaries generally, range from 0.5% to up to 3% of each Premium Payment depending on the length of the initial Guarantee Period selected. We do not pay trail commissions for this product.

Commission arrangements vary from one Financial Intermediary to another. We are not involved in determining your registered representative's compensation. Under certain circumstances, your registered representative may be required to return all or a portion of the commissions paid.

Check with your registered representative to verify whether your account is a brokerage or an advisory account. Your interests may differ from ours and your registered representative (or the Financial Intermediary with which they are associated). Ask questions to make sure you understand your rights and any potential conflicts of interest. If you are an advisory client, your registered representative (or the Financial Intermediary with which they are associated) can be paid both by you

and by us based on what you buy. Therefore, profits, and your registered representative's (or their Financial Intermediary's) compensation, may vary by product and over time.

✓ **Additional Payments**

Subject to Financial Industry Regulatory Authority (FINRA) and Financial Intermediary rules, we (or our affiliates) also pay the following types of promotional fees to encourage the sale of this Contract. These additional payments could create an incentive for your registered representative, and the Financial Intermediary with whom they are associated, to recommend products that pay them more than others do.

<b>Additional Payment Type</b>	<b>What it's used for</b>
Access	Access to registered representatives and/or Financial Intermediaries such as one-on-one wholesaler visits.
Gifts & Entertainment	Occasional meals and entertainment, tickets to sporting events and nominal gifts.
Marketing	Joint marketing campaigns and/or Financial Intermediary event advertising/participation; sponsorship of Financial Intermediary sales contests and/or promotions in which participants (including registered representatives) receive prizes such as travel awards, merchandise and recognition.
Support	Sales support through such things as providing hardware and software, operational and systems integration, links to our website from a Financial Intermediary's websites; shareholder services (including sub-accounting and the preparation of account statements and other communications), sponsorship of Financial Intermediary due diligence meetings; and/or expense allowances and reimbursements.
Training	Educational, sales or training seminars, conferences and programs, sales and service desk training, and/or client or prospect seminar sponsorships.
Visibility	Inclusion of our products on a Financial Intermediary's "preferred list"; participation in, or visibility at, national and regional conferences; and/or articles in Financial Intermediary publications highlighting our products and services.
Volume	Pay for the overall volume of their sales or the amount of money investing in our products.

As of December 31, 2007, we have entered into ongoing contractual arrangements to make Additional Payments (excluding travel and entertainment expenses) to the following Financial Intermediaries for our entire suite of variable annuities: A.G. Edwards & Sons, Inc., AIG Financial Advisors Group, Inc., (Advantage Capital, AIG Financial Advisors, American General FSC Securities Corporation, Royal Alliance Assoc., Inc.), Bancwest Investment Services Inc., Cadaret, Grant & Co., Inc., Capital Analyst Inc., Centaurus Financial, Inc., Citigroup, Inc. (various divisions and affiliates), Comerica Securities, Commonwealth Financial Network, Compass Brokerage, Inc., Crown Capital Securities, L.P., Cuna Brokerage Services, Inc., Cuso Financial Services, L.P., Edward D. Jones & Co., L.P., FFP Securities, Inc., First Allied Securities, Inc., First Citizens Investor Services, First Montauk Securities Corp., First Tennessee Bank, First Tennessee Brokerage, Inc., Frost Brokerage Services Inc., Great American Advisors, Inc., H. Beck, Inc., H.D. Vest Investment Services (subsidiary of Wells Fargo & Company), Harbour Investments, Inc., Heim & Young Securities, Huntington Investment Company, Independent Financial Group LLC, Infinex Financial Group, ING Advisors Network (Financial Network Services (or Investment) Corp., ING Financial Partners, Multi-Financial Securities, Primevest Financial Services, Inc.) Investacorp, Inc., Investment Professionals, Inc., Investors Capital Corp., J.J.B. Hilliard, James T. Borello & Co., Janney Montgomery Scott, Inc., Jefferson Pilot Securities Corporation, Key Investment Services, LaSalle Financial Services, Inc., Lincoln Financial Advisors Corporation (marketing name for Lincoln National Corp.), LPL Financial Corporation, M&T Securities, Inc., Merrill Lynch Pierce Fenner & Smith, Morgan Keegan & Co., Inc., Morgan Keegan FID Division, Morgan Stanley & Co., Inc. (various divisions and affiliates), Mutual Service Corp., NatCity Investments, National Planning Holdings (Invest Financial

Corp., Investment Centers of America, Inc., National Planning Corp., SII Investments, Inc.,) Newbridge Securities Corp., NEXT Financial Group, Inc., NFP Securities, Inc., Pension Planners Securities, Inc. Prime Capital Services, Inc., Prospera Financial Services, Inc., Raymond James & Associates, Inc., Raymond James FID Division, Raymond James Financial Services, RBC Dain FID Division, RBC Dain Rauscher Inc., RDM Investment Svcs Inc., Robert W. Baird & Co. Inc., Securities America, Inc., Sigma Financial Corporation, Sorrento Pacific, Stifel, Nicolaus & Co., Inc., Summit Brokerage Services Inc., Sun Trust Bank, TFS Securities, Inc., The Investment Center, Inc., Thurston, Springer, Miller, Herd & Titak, Inc., Triad Advisors, Inc., U.S. Bancorp Investments, Inc., UBOC Investment Services, Inc. (Union Bank of California N.A.), UBS Financial Services, Inc., UVest Financial Services Group Inc., Vanderbilt Securities, LLC, Wachovia Securities, LLC (various divisions), Walnut Street Securities, Inc., Wells Fargo Brokerage Services, L.L.C., WaMu Investments, Inc., Woodbury Financial Services, Inc. (an affiliate of ours), and XCU Capital Corp., Inc.

Inclusion on this list does not imply that these sums necessarily constitute “special cash compensation” as defined by FINRA Conduct Rule 2830(l) (4). We will endeavor to update this listing annually and interim arrangements may not be reflected. We assume no duty to notify any investor whether their registered representative is or should be included in any such listing.

## **10. Medicaid Benefits**

Medicaid is a program that covers most medical costs, including nursing home and home care for the elderly and certain persons with disabilities. To qualify, individuals must meet both income and resource tests. Subject to state law, income tests measure whether earned and unearned income such as benefit payments exceeds predetermined monthly caps. Resource tests look to the value of countable assets such as this Contract. Medicaid also allows the costs of benefits such as nursing home care, home and community based services, and related hospital prescription drug services to be recaptured from a recipient’s estate after their death (or if the recipient has a surviving spouse, the recapture is suspended until after the death of the recipient’s surviving spouse).

Medicaid estate planning may be important to people who are concerned about long-term care (“LTC”) costs or the adequacy of their private LTC insurance. Benefits associated with this annuity may have an impact on your Medicaid eligibility and the assets considered for Medicaid benefits.

Certain asset and/or trust transfers (or a “spend down” of assets) made to become eligible for Medicaid may trigger periods of potentially unlimited ineligibility and can be considered fraud. Each state examines the financial history of a person to determine whether he or she transferred funds at below market value in order to qualify for Medicaid. These look-back periods are currently 36-months for asset transfers and 60-months for Medicaid exempt trust transfers.

Ownership interests or beneficiary status under this annuity can render you or your loved ones ineligible for Medicaid. This may be particularly troubling if your spouse or Beneficiary is already receiving Medicaid benefits at the time of transfer or receipt of Death Benefits.

This discussion is intended to provide a very general overview and does not constitute legal advice or in any way suggest that you circumvent these rules. You should seek advice from a competent elder law attorney to make informed decisions about how this annuity may affect your plans.

**11. Internet, Interactive Voice Response and Telephone Transfers**

You may transfer your Contract Value to the Access Account or affect a variety of financial transactions by Internet, Interactive Voice Response ("IVR") or telephone. We will use reasonable procedures to confirm that your instructions are genuine. We require verification of account information and will record IVR and telephone instructions on tape. You will receive written confirmation of all financial transactions.

We may be liable for following unauthorized instructions if we fail to follow our established security procedures. However, you will bear the risk of a loss resulting from instructions entered by an unauthorized third party that we reasonably believe to be genuine.

We may modify or terminate these privileges at any time. You may find it difficult to exercise these privileges during times of extreme market volatility or due to circumstances beyond our control. We are not responsible for lost investment opportunities associated with your failure to transact business with us through the Internet, IVR or over the telephone.

### 3. Federal Tax Considerations

#### A. Introduction

The following summary of tax rules does not provide or constitute any tax advice. It provides only a general discussion of certain of the expected federal income tax consequences with respect to amounts contributed to, invested in or received from a Contract, based on our understanding of the existing provisions of the Code, Treasury Regulations thereunder, and public interpretations thereof by the IRS (e.g., Revenue Rulings, Revenue Procedures or Notices) or by published court decisions. This summary discusses only certain federal income tax consequences to United States Persons, and does not discuss state, local or foreign tax consequences. The term United States Persons means citizens or residents of the United States, domestic corporations, domestic partnerships, trusts or estates that are subject to United States federal income tax, regardless of the source of their income. See “Annuity Purchases by Nonresident Aliens and Foreign Corporations,” regarding annuity purchases by non-U.S. citizens or residents.

We have prepared this summary after consultation with tax counsel, but no opinion of tax counsel has been obtained. We do not make any guarantee or representation regarding any tax status (e.g., federal, state, local or foreign) of any Contract or any transaction involving a Contract. In addition, there is always a possibility that the tax treatment of an annuity contract could change by legislation or other means (such as regulations, rulings or judicial decisions). Moreover, it is always possible that any such change in tax treatment could be made retroactive (that is, made effective prior to the date of the change). Accordingly, you should consult a qualified tax adviser for complete information and advice before purchasing a Contract.

In addition, this discussion does not address many of the tax consequences if you use the Contract in various arrangements, including Charitable Remainder Trusts, tax-qualified retirement arrangements, deferred compensation plans, split-dollar insurance arrangements or other employee benefit arrangements. The tax consequences of any such arrangement may vary depending on the particular facts and circumstances of each individual arrangement and whether the arrangement satisfies certain tax qualification or classification requirements. In addition, the tax rules affecting such an arrangement may have changed recently, e.g., by legislation or regulations that affect compensatory or employee benefit arrangements. Therefore, if you are contemplating the use of a Contract in any arrangement the value of which to you depends in part on its tax consequences, you should consult a qualified tax adviser regarding the tax treatment of the proposed arrangement and of any Contract used in it.

**THE DISCUSSION SET FORTH BELOW IS INCLUDED FOR GENERAL PURPOSES ONLY. SPECIAL TAX RULES MAY APPLY WITH RESPECT TO CERTAIN SITUATIONS THAT ARE NOT DISCUSSED HEREIN. EACH POTENTIAL PURCHASER OF A CONTRACT IS ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISER AS TO THE CONSEQUENCES OF ANY AMOUNTS INVESTED IN A CONTRACT UNDER APPLICABLE FEDERAL, STATE, LOCAL OR FOREIGN TAX LAW.**

#### B. Taxation of Hartford

We are taxed as a life insurance company under Subchapter L of Chapter 1 of the Code. We will own the assets underlying the Contracts. The income earned on such assets will be our income.

#### C. Taxation of Annuities — General Provisions Affecting Contracts Not Held in Tax-Qualified Retirement Plans

Section 72 of the Code governs the taxation of annuities in general.

##### 1. Non-Natural Persons as Owners

Pursuant to Code Section 72(u), an annuity contract held by a taxpayer other than a natural person generally is not treated as an annuity contract under the Code. Instead, such a non-natural Owner generally could be required to include in gross income currently for each taxable year the excess of (a) the sum of the Contract Value as of the close of the taxable year and all previous distributions under the Contract over (b) the sum of net premiums paid for the taxable year and

any prior taxable year and the amount includable in gross income for any prior taxable year with respect to the Contract under Section 72(u). However, Section 72(u) does not apply to:

- A contract the nominal owner of which is a non-natural person but the beneficial owner of which is a natural person (e.g., where the non-natural owner holds the contract as an agent for the natural person);
- A contract acquired by the estate of a decedent by reason of such decedent's death;
- Certain contracts acquired with respect to tax-qualified retirement arrangements;
- Certain contracts held in structured settlement arrangements that may qualify under Code Section 130; or
- A single premium immediate annuity contract under Code Section 72(u)(4), which provides for substantially equal periodic payments and an annuity starting date that is no later than 1 year from the date of the contract's purchase.

A non-natural Owner that is a tax-exempt entity for federal tax purposes (e.g., a tax-qualified retirement trust or a Charitable Remainder Trust) generally would not be subject to federal income tax as a result of such current gross income under Code Section 72(u). However, such a tax-exempt entity, or any annuity contract that it holds, may need to satisfy certain tax requirements in order to maintain its qualification for such favorable tax treatment. See, e.g., IRS Tech. Adv. Memo. 9825001 for certain Charitable Remainder Trusts.

Pursuant to Code Section 72(s), if the Owner is a non-natural person, the primary annuitant is treated as the "holder" in applying the required distribution rules described below. These rules require that certain distributions be made upon the death of a "holder." In addition, for a non-natural owner, a change in the primary annuitant is treated as the death of the "holder." However, the provisions of Code Section 72(s) do not apply to certain contracts held in tax-qualified retirement arrangements or structured settlement arrangements.

## **2. Other Owners (Natural Persons).**

An Owner is not taxed on increases in the value of the Contract until an amount is received or deemed received, e.g., in the form of a lump sum payment (full or partial value of a Contract) or as Annuity payments under the settlement option elected.

Except as provided below, upon the death of the Owner prior to the Annuity Commencement Date, if the designated beneficiary is the surviving spouse of the Owner; (a) or the civil union partner of the Owner in a civil union established under applicable state law (or any law succeeding or replacing such statute(s)); or (b) the civil union partner or member of a similar same sex relationship under the law of any state; and the Annuitant or Joint Annuitant, if any, is alive, then such designated beneficiary may continue the Contract as the succeeding Owner. The right of the designated beneficiary (as spouse or civil union partner) to continue the Contract is contingent upon the treatment of the designated beneficiary as the "holder" of the Contract in accordance with the provisions of section 72(s)(3) of the Code (which under current tax law is limited to different sex spouses). In the event that the designated beneficiary continues the Contract, the distribution requirements of Code section 72(s) will only arise upon the death of such designated beneficiary, unless the designated beneficiary elects not to continue the Contract. If the designated beneficiary is not treated as the "holder" under section 72(s)(3) of the Code (as is the case under current federal tax law for a civil union partner), the distribution requirements of Code section 72(s)(1) and (2) outlined above shall apply at the time of the Owner's death and the entire interest in the Contract must be distributed within five years of the Owner's death or under the Alternative Election. Contract continuation under this provision may take effect only once with respect to this Contract.



The provisions of Section 72 of the Code concerning distributions are summarized briefly below. Also summarized are special rules affecting distributions from Contracts obtained in a tax-free exchange for other annuity contracts or life insurance contracts, which were purchased prior to August 14, 1982.

**a. Distributions Prior to the Annuity Commencement Date.**

- i. Total premium payments less amounts received which were not includable in gross income equal the "investment in the contract" under Section 72 of the Code.
- ii. To the extent that the value of the Contract (ignoring any surrender charges except on a Full Surrender) exceeds the "investment in the contract," such excess constitutes the "income on the contract." It is unclear what value should be used in determining the "income on the contract." We believe that the current Contract Value (determined without regard to surrender charges) generally is an appropriate measure. However, in some instances the IRS could take the position that the value should be the current Contract Value (determined without regard to surrender charges) increased by some measure of the value of certain future cash-value type benefits.
- iii. Any amount received or deemed received prior to the Annuity Commencement Date (e.g., upon a withdrawal or partial surrender) is deemed to come first from any such "income on the contract" and then from "investment in the contract," and for these purposes such "income on the contract" shall be computed by reference to any aggregation rule in subparagraph 2.c. below. As a result, any such amount received or deemed received (1) shall be includable in gross income to the extent that such amount does not exceed any such "income on the contract," and (2) shall not be includable in gross income to the extent that such amount does exceed any such "income on the contract." If at the time that any amount is received or deemed received there is no "income on the contract" (e.g., because the gross value of the Contract does not exceed the "investment in the contract" and no aggregation rule applies), then such amount received or deemed received will not be includable in gross income, and will simply reduce the "investment in the contract."
- iv. The receipt of any amount as a loan under the Contract or the assignment or pledge of any portion of the value of the Contract shall be treated as an amount received for purposes of this subparagraph a. and the next subparagraph b.
- v. In general, the transfer of the Contract, without full and adequate consideration, will be treated as an amount received for purposes of this subparagraph a. and the next subparagraph b. This transfer rule does not apply, however, to certain transfers of property between spouses or incident to divorce.
- vi. In general, any amount actually received under the Contract as a Death Benefit, including an optional Death Benefit, if any, will be treated as an amount received for purposes of this subparagraph a. and the next subparagraph b.

**b. Distributions after Annuity Commencement Date.**

Annuity payments made periodically after the Annuity Commencement Date are includable in gross income to the extent the payments exceed the amount determined by the application of the ratio of the "investment in the contract" to the total amount of the payments to be made after the Annuity Commencement Date (the "exclusion ratio").

- i. When the total of amounts excluded from income by application of the exclusion ratio is equal to the investment in the contract as of the Annuity Commencement Date, any additional payments (including surrenders) will be entirely includable in gross income.
- ii. If the annuity payments cease by reason of the death of the Annuitant and, as of the date of death, the amount of annuity payments excluded from gross income by the exclusion ratio does not exceed the investment in the contract as of the Annuity Commencement

Date, then the remaining portion of unrecovered investment shall be allowed as a deduction for the last taxable year of the Annuitant.

- iii. Generally, non-periodic amounts received or deemed received after the Annuity Commencement Date are not entitled to any exclusion ratio and shall be fully includable in gross income. However, upon a Full Surrender after such date, only the excess of the amount received (after any surrender charge) over the remaining "investment in the contract" shall be includable in gross income (except to the extent that the aggregation rule referred to in the next subparagraph c. may apply).

**c. Aggregation of Two or More Annuity Contracts.**

Contracts issued after October 21, 1988 by the same insurer (or affiliated insurer) to the same owner within the same calendar year (other than certain contracts held in connection with tax-qualified retirement arrangements) will be aggregated and treated as one annuity contract for the purpose of determining the taxation of distributions prior to the Annuity Commencement Date. An annuity contract received in a tax-free exchange for another annuity contract or life insurance contract may be treated as a new contract for this purpose. We believe that for any Contracts subject to such aggregation, the values under the Contracts and the investment in the contracts will be added together to determine the taxation under subparagraph 2.a., above, of amounts received or deemed received prior to the Annuity Commencement Date. Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. In addition, the Treasury Department has specific authority under the aggregation rules in Code Section 72(e)(12) to issue regulations to prevent the avoidance of the income-out-first rules for non-periodic distributions through the serial purchase of annuity contracts or otherwise. As of the date of this prospectus, there are no regulations interpreting these aggregation provisions.

**d. 10% Penalty Tax — Applicable to Certain Withdrawals and Annuity Payments.**

- i. If any amount is received or deemed received on the Contract (before or after the Annuity Commencement Date), the Code applies a penalty tax equal to ten percent of the portion of the amount includable in gross income, unless an exception applies.
- ii. The 10% penalty tax will not apply to the following distributions:
  - 1. Distributions made on or after the date the recipient has attained the age of 59½.
  - 2. Distributions made on or after the death of the holder or where the holder is not an individual, the death of the primary annuitant.
  - 3. Distributions attributable to a recipient becoming disabled.
  - 4. A distribution that is part of a scheduled series of substantially equal periodic payments (not less frequently than annually) for the life (or life expectancy) of the recipient (or the joint lives or life expectancies of the recipient and the recipient's designated Beneficiary).
  - 5. Distributions made under certain annuities issued in connection with structured settlement agreements.
  - 6. Distributions of amounts which are allocable to the "investment in the contract" prior to August 14, 1982 (see next subparagraph e.).
  - 7. Distributions purchased by an employer upon termination of certain qualified plans and held by the employer until the employee separates from service.

If the taxpayer avoids this 10% penalty tax by qualifying for the substantially equal periodic payments exception and later such series of payments is modified (other than by death or disability), the 10% penalty tax will be applied retroactively to all the prior periodic payments (i.e., penalty tax plus interest thereon), unless such modification is made after both (a) the

taxpayer has reached age 59½ and (b) 5 years have elapsed since the first of these periodic payments.

**e. Special Provisions Affecting Contracts Obtained Through a Tax-Free Exchange of Other Annuity or Life Insurance Contracts Purchased Prior to August 14, 1982.**

If the Contract was obtained by a tax-free exchange of a life insurance or annuity Contract purchased prior to August 14, 1982, then any amount received or deemed received prior to the Annuity Commencement Date shall be deemed to come (1) first from the amount of the "investment in the contract" prior to August 14, 1982 ("pre-8/14/82 investment") carried over from the prior Contract, (2) then from the portion of the "income on the contract" (carried over to, as well as accumulating in, the successor Contract) that is attributable to such pre-8/14/82 investment, (3) then from the remaining "income on the contract" and (4) last from the remaining "investment in the contract." As a result, to the extent, that such amount received or deemed received does not exceed such pre-8/14/82 investment; such amount is not includable in gross income. In addition, to the extent that such amount received or deemed received does not exceed the sum of (a) such pre-8/14/82 investment and (b) the "income on the contract" attributable thereto, such amount is not subject to the 10% penalty tax. In all other respects, amounts received or deemed received from such post-exchange Contracts are generally subject to the rules described in this subparagraph e.

**f. Required Distributions.**

**i. Death of Owner of Primary Annuitant**

Subject to the alternative election or spouse beneficiary provisions in ii or iii below:

1. If any Owner dies on or after the Annuity Commencement Date and before the entire interest in the Contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
2. If any Owner dies before the Annuity Commencement Date, the entire interest in the Contract shall be distributed within 5 years after such death; and
3. If the Owner is not an individual, then for purposes of 1 or 2 above, the primary annuitant under the Contract shall be treated as the Owner, and any change in the primary annuitant shall be treated as the death of the Owner. The primary annuitant is the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**ii. Alternative Election to Satisfy Distribution Requirements**

If any portion of the interest of an Owner described in i. above is payable to or for the benefit of a designated beneficiary, such beneficiary may elect to have the portion distributed over a period that does not extend beyond the life or life expectancy of the beneficiary. Such distributions must begin within a year of the Owner's death.

**iii. Spouse Beneficiary**

If any portion of the interest of an Owner is payable to or for the benefit of his or her spouse, and the Annuitant or Contingent Annuitant is living, such spouse shall be treated as the Owner of such portion for purposes of section i. above. This spousal contract continuation shall apply only once for this contract.

**g. Addition of Rider or Material Change**

The addition of a rider to the Contract, or a material change in the Contract's provisions, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause the Contract to lose certain grandfathered tax status. Please contact your tax adviser for more information.

#### **h. Partial Exchanges**

The IRS in Rev. Rule. 2003-76 has confirmed that the owner of an annuity contract can direct its insurer to transfer a portion of the contract's cash value directly to another annuity contract (issued by the same insurer or by a different insurer), and such a direct transfer can qualify for tax-free exchange treatment under Code Section 1035 (a "partial exchange"). However, Rev. Rule. 2003-76 also refers to caveats and additional guidance in the companion Notice 2003-51, which discusses cases in which a partial exchange is followed by a surrender, withdrawal or other distribution from either the old contract or the new contract. Notice 2003-51 specifically indicates that the IRS is considering (1) under what circumstances it should treat a partial exchange followed by such a distribution within 24 months as presumptively for "tax avoidance" purposes (e.g., to avoid the income-out-first rules on amounts received under Code Section 72) and (2) what circumstances it should treat as rebutting such a presumption (e.g., death, disability, reaching age 59½, divorce or loss of employment). Notice 2003-51 was superseded by Revenue Procedure 2008—24, effective for partial exchanges completed on or after June 30, 2008. Partial exchanges completed on or after this date will qualify for tax free treatment if: (1) no amounts are withdrawn from, or received in surrender of, either of the contract involved in the exchange during the twelve months beginning on the date on which amounts are treated as received as premiums or other consideration paid for the contract received in the exchange (the date of the transfer); or (2) the taxpayer demonstrates that certain conditions (e.g., death, disability, reaching age 59½, divorce, loss of employment) occurred between the date of transfer and the date of the withdrawal or surrender. A transfer within the scope of the revenue procedure, but not treated as a tax-free exchange, will be treated as a taxable distribution, followed by a payment for a second contract. Two annuity contracts that are the subject of a tax-free exchange pursuant to the revenue procedure will not be aggregated, even if issued by the same insurance company. We advise you to consult with a qualified tax adviser as to potential tax consequences before attempting any partial exchange.

#### **D. Federal Income Tax Withholding**

The portion of an amount received under a Contract that is taxable gross income to the recipient is also subject to federal income tax withholding, pursuant to Code Section 3405, which requires the following:

1. **Non-Periodic Distributions.** The portion of a non-periodic distribution that is includable in gross income is subject to federal income tax withholding unless the recipient elects not to have such tax withheld ("election out"). We will provide such an "election out" form at the time such a distribution is requested. If the necessary "election out" forms are not submitted to us in a timely manner, we are required to withhold 10 percent of the includable amount of distribution and remit it to the IRS.
2. **Periodic Distributions** (payable over a period greater than one year). The portion of a periodic distribution that is includable in gross income is subject to federal income tax withholding as if the recipient were married claiming three exemptions, unless the recipient elects otherwise. A recipient may elect out of such withholding, or elect to have income tax withheld at a different rate, by providing a completed election form. We will provide such an election form at the time such a distribution is requested. If the necessary "election out" forms are not submitted to us in a timely manner, we are required to withhold tax as if the recipient were married claiming three exemptions, and remit the tax to the IRS.

Generally, no "election out" is permitted if the distribution is delivered outside the United States and any possession of the United States. Regardless of any "election out" (or any amount of tax actually withheld) on an amount received from a Contract, the recipient is generally liable for any failure to pay the full amount of tax due on the includable portion of such amount received. You also may be required to pay penalties under the estimated income tax rules, if your withholding and estimated tax payments are insufficient to satisfy your total tax liability.

**E. General Provisions Affecting Qualified Retirement Plans**

The Contract may be used for a number of qualified retirement plans. If the Contract is being purchased with respect to some form of qualified retirement plan, please refer to Appendix I for information relative to the types of plans for which it may be used and the general explanation of the tax features of such plans.

**F. Annuity Purchases by Nonresident Aliens and Foreign Corporations**

The discussion above provides general information regarding U.S. federal income tax consequences to annuity purchasers that are U.S. citizens or residents. Purchasers that are not U.S. citizens or residents will generally be subject to U.S. federal income tax and withholding on taxable annuity distributions at a 30% rate, unless a lower treaty rate applies and any required tax forms are submitted to us. If withholding tax applies, we are required to withhold tax at a 30% rate, or a lower treaty rate if applicable, and remit it to the IRS. In addition, purchasers may be subject to state premium tax, other state and/or municipal taxes, and taxes that may be imposed by the purchaser's country of citizenship or residence.

**G. Estate, Gift and Generation-Skipping Tax and Related Tax Considerations**

Any amount payable upon an Owner's death, whether before or after the Annuity Commencement Date, is generally includable in the Owner's estate for federal estate tax purposes. Similarly, prior to the Owner's death, the payment of any amount from the Contract, or the transfer of any interest in the Contract, to a beneficiary or other person for less than adequate consideration may have federal gift tax consequences. In addition, any transfer to, or designation of, a non-spouse beneficiary who either is (1) 37½ or more years younger than an Owner or (2) a grandchild (or more remote further descendent) of an Owner may have federal generation-skipping-transfer ("GST") tax consequences under Code Section 2601. Regulations under Code Section 2662 may require us to deduct any such GST tax from your Contract, or from any applicable payment, and pay it directly to the IRS. However, any federal estate, gift or GST tax payment with respect to a Contract could produce an offsetting income tax deduction for a beneficiary or transferee under Code Section 691(c) (partially offsetting such federal estate or GST tax) or a basis increase for a beneficiary or transferee under Code Section 691(c) or Section 1015(d). In addition, as indicated above in "Distributions Prior to the Annuity Commencement Date," the transfer of a Contract for less than adequate consideration during the Owner's lifetime generally is treated as producing an amount received by such Owner that is subject to both income tax and the 10% penalty tax. To the extent that such an amount deemed received causes an amount to be includable currently in such Owner's gross income, this same income amount could produce a corresponding increase in such Owner's tax basis for such Contract that is carried over to the transferee's tax basis for such Contract under Code Section 72(e) (4) (C) (iii) and Section 1015.

**H. Information Regarding Tax-Qualified Retirement Plans**

This summary does not attempt to provide more than general information about the federal income tax rules associated with use of a Contract by a tax-qualified retirement plan. State income tax rules applicable to tax-qualified retirement plans often differ from federal income tax rules, and this summary does not describe any of these differences. Because of the complexity of the tax rules, owners, participants and beneficiaries are encouraged to consult their own tax advisors as to specific tax consequences.

The Contracts are available to a variety of tax-qualified retirement plans and arrangements (a "Qualified Plan" or "Plan"). Tax restrictions and consequences for Contracts, accounts under each type of Qualified Plan differ from each other and from those for Non-Qualified Contracts. In addition, individual Qualified Plans may have terms and conditions that impose additional rules. Therefore, no attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans. Participants under such Qualified Plans, as well as Contract Owners, annuitants and beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection

therewith. Qualified Plans generally provide for the tax deferral of income regardless of whether the Qualified Plan invests in an annuity or other investment. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan.

*The following is only a general discussion about types of Qualified Plans for which the Contracts may be available. We are not the plan administrator for any Qualified Plan. The plan administrator or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, handling any processing and administration of Qualified Plan loans, compliance regulatory requirements and federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, beneficiaries of Plan participants and IRA contributions from Plan participants. Our administrative duties are limited to administration of the Contract and any disbursements of any Contract benefits to the Owner, annuitant or beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. If you are purchasing a Qualified Contract, you should consult with your Plan administrator and/or a qualified tax adviser. You also should consult with a qualified tax adviser and/or Plan administrator before you withdraw any portion of your Contract Value.*

The tax rules applicable to Qualified Contracts and Qualified Plans, including restrictions on contributions and distributions, taxation of distributions and tax penalties, vary according to the type of Qualified Plan, as well as the terms and conditions of the Plan itself. Various tax penalties may apply to contributions in excess of specified limits, plan distributions (including loans) that do not comply with specified limits, and certain other transactions relating to such Plans. Accordingly, this summary provides only general information about the tax rules associated with use of a Qualified Contract in such a Qualified Plan. In addition, some Qualified Plans are subject to distribution and other requirements that are not incorporated into our administrative procedures. Owners, participants and beneficiaries are responsible for determining that contributions, distributions and other transactions comply with applicable tax (and non-tax) law. Because of the complexity of these rules, Owners, participants and beneficiaries are advised to consult with a qualified tax adviser as to specific tax consequences.

We do not currently offer the Contracts in connection with all of the types of Qualified Plans discussed below, and may not offer the Contracts for all types of Qualified Plans in the future.

#### **1. Individual Retirement Annuities (“IRAs”).**

In addition to “traditional” IRAs governed by Code Sections 408(a) and (b) (“Traditional IRAs”), there are Roth IRAs governed by Code Section 408A, SEP IRAs governed by Code Section 408(k), and SIMPLE IRAs governed by Code Section 408(p). Also, Qualified Plans under Code Section 401 or 457(b) that include after-tax employee contributions may be treated as deemed IRAs subject to the same rules and limitations as Traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA for which a Contract is available.

##### **a. Traditional IRAs**

Traditional IRAs are subject to limits on the amounts that may be contributed each year (which contribution limits are scheduled to increase over the next several years), the persons who may be eligible, and the time when minimum distributions must begin. Depending upon the circumstances of the individual, contributions to a Traditional IRA may be made on a deductible or non-deductible basis. Failure to make required minimum distributions (“RMDs”) when the Owner reaches age 70½ or dies, as described below, may result in imposition of a 50% penalty tax on any excess of the RMD amount over the amount actually distributed. In addition, any amount received before the Owner reaches age 59½ or dies is subject to a 10% penalty tax on premature distributions, unless a special exception applies, as described below. Under Code Section 408(e), an IRA may not be used for borrowing (or as security for

any loan) or in certain prohibited transactions, and such a transaction could lead to the complete tax disqualification of an IRA.

You (or your surviving spouse if you die) may rollover funds tax-free from certain existing Qualified Plans (such as proceeds from existing insurance contracts, annuity contracts or securities) into your Traditional IRA under certain circumstances, as indicated below. However, mandatory tax withholding of 20% may apply to any eligible rollover distribution from certain types of Qualified Plans if the distribution is not transferred directly to your Traditional IRA. In addition, under Code Section 402(c)(1), a non-spouse “designated beneficiary” of a deceased Plan participant may make a tax-free “direct rollover” (in the form of a direct transfer between Plan fiduciaries, as described below in “Rollover Distributions”) from certain Qualified Plans to a Traditional IRA for such beneficiary, but such Traditional IRA must be designated and treated as an “inherited IRA” that remains subject to applicable RMD rules (as if such IRA had been inherited from the deceased Plan participant). Certain plans may not allow such rollovers.

IRAs generally may not invest in life insurance contracts. However, an annuity contract that is used as an IRA may provide a death benefit that equals the greater of the premiums paid or the contract’s cash value. The Contract offers an enhanced death benefit that may exceed the greater of the Contract Value or total premium payments. The tax rules are unclear as to what extent an IRA can provide a death benefit that exceeds the greater of the IRA’s cash value or the sum of the premiums paid and other contributions into the IRA. Please note that the IRA rider for the Contract has provisions that are designed to maintain the Contract’s tax qualification as an IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract’s tax qualification.

**b. SEP IRAs**

Code Section 408(k) provides for a Traditional IRA in the form of an employer-sponsored defined contribution plan known as a Simplified Employee Pension (“SEP”) or a SEP IRA. A SEP IRA can have employer, employee and salary reduction contributions, as well as higher overall contribution limits than a Traditional IRA, but a SEP is also subject to special tax-qualification requirements (e.g., on participation, nondiscrimination and withdrawals) and sanctions. Otherwise, a SEP IRA is generally subject to the same tax rules as for a Traditional IRA, which are described above. Please note that the IRA rider for the Contract has provisions that are designed to maintain the Contract’s tax qualification as an IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract’s tax qualification.

**c. SIMPLE IRAs**

The Savings Incentive Match Plan for Employees of Small Employers (“SIMPLE Plan”) is a form of an employer-sponsored Qualified Plan that provides IRA benefits for the participating employees (“SIMPLE IRAs”). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each eligible participant. Like a Traditional IRA, a SIMPLE IRA is subject to the 50% penalty tax for failure to make a full RMD, and to the 10% penalty tax on premature distributions, as described below. In addition, the 10% penalty tax is increased to 25% for amounts received during the 2-year period beginning on the date you first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by your employer under Code Section 408(p)(2). Contributions to a SIMPLE IRA may be either salary deferral contributions or employer contributions, and these are subject to different tax limits from those for a Traditional IRA. Please note that the SIMPLE IRA rider for the Contract has provisions that are designed to maintain the Contract’s tax qualification as an SIMPLE IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract’s tax qualification.

A SIMPLE Plan may designate a single financial institution (a Designated Financial Institution) as the initial trustee, custodian or issuer (in the case of an annuity contract) of the SIMPLE IRA set up for each eligible participant. However, any such Plan also must allow each eligible participant to have the balance in his SIMPLE IRA held by the Designated Financial Institution transferred without cost or penalty to a SIMPLE IRA maintained by a different financial institution. Absent a Designated Financial Institution, each eligible participant must select the financial institution to hold his SIMPLE IRA, and notify his employer of this selection.

If we do not serve as the Designated Financial Institution for your employer's SIMPLE Plan, for you to use one of our Contracts as a SIMPLE IRA, you need to provide your employer with appropriate notification of such a selection under the SIMPLE Plan. If you choose, you may arrange for a qualifying transfer of any amounts currently held in another SIMPLE IRA for your benefit to your SIMPLE IRA with us.

**d. Roth IRAs**

Code Section 408A permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amounts that may be contributed by the persons who may be eligible to contribute, certain Traditional IRA restrictions, and certain RMD rules on the death of the Contract Owner. Unlike a Traditional IRA, Roth IRAs are not subject to RMD rules during the Contract Owner's lifetime. Generally, however, upon the Owner's death the amount remaining in a Roth IRA must be distributed by the end of the fifth year after such death or distributed over the life expectancy of a designated beneficiary. The Owner of a Traditional IRA may convert a Traditional IRA into a Roth IRA under certain circumstances. The conversion of a Traditional IRA to a Roth IRA will subject the fair market value of the converted Traditional IRA to federal income tax. In addition to the amount held in the converted Traditional IRA, the fair market value may include the value of additional benefits provided by the annuity contract on the date of conversion, based on reasonable actuarial assumptions. Tax-free rollovers from a Roth IRA can be made only to another Roth IRA under limited circumstances, as indicated below. After 2007, distributions from eligible Qualified Plans can be "rolled over" directly (subject to tax) into a Roth IRA under certain circumstances. Anyone considering the purchase of a Qualified Contract as a Roth IRA or a "conversion" Roth IRA should consult with a qualified tax adviser. Please note that the Roth IRA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as a Roth IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification.

**2. Qualified Pension or Profit-Sharing Plan or Section 401(k) Plan**

Provisions of the Code permit eligible employers to establish a tax-qualified pension or profit sharing plan (described in Section 401(a), and Section 401(k) if applicable, and exempt from taxation under Section 501(a)). Such a Plan is subject to limitations on the amounts that may be contributed, the persons who may be eligible to participate, the amounts of "incidental" death benefits, and the time when RMDs must commence. In addition, a Plan's provision of incidental benefits may result in currently taxable income to the participant for some or all of such benefits. Amounts may be rolled over tax-free from a Qualified Plan to another Qualified Plan under certain circumstances, as described below. Anyone considering the use of a Qualified Contract in connection with such a Qualified Plan should seek competent tax and other legal advice.

In particular, please note that these tax rules provide for limits on death benefits provided by a Qualified Plan (to keep such death benefits "incidental" to qualified retirement benefits), and a Qualified Plan (or a Qualified Contract) often contains provisions that effectively limit such death benefits to preserve the tax qualification of the Qualified Plan (or Qualified Contract). In addition, various tax-qualification rules for Qualified Plans specifically limit increases in benefits once RMDs



begin, and Qualified Contracts are subject to such limits. As a result, the amounts of certain benefits that can be provided by any option under a Qualified Contract may be limited by the provisions of the Qualified Contract or governing Qualified Plan that are designed to preserve its tax qualification.

### **3. Deferred Compensation Plans under Section 457 ("Section 457 Plans")**

Certain governmental employers, or tax-exempt employers other than a governmental entity, can establish a Deferred Compensation Plan under Code Section 457. For these purposes, a "governmental employer" is a State, a political subdivision of a State, or an agency or an instrumentality of a State or political subdivision of a State. A Deferred Compensation Plan that meets the requirements of Code Section 457(b) is called an "Eligible Deferred Compensation Plan" or "Section 457(b) Plan." Code Section 457(b) limits the amount of contributions that can be made to an Eligible Deferred Compensation Plan on behalf of a participant. Generally, the limitation on contributions is the lesser of (1) 100% of a participant's includible compensation or (2) the applicable dollar amount, equal to \$15,000 for 2006 and thereafter. The \$15,000 limit will be indexed for cost-of-living adjustments at \$500 increments. The Plan may provide for additional "catch-up" contributions during the three taxable years ending before the year in which the participant attains normal retirement age. In addition, with an eligible Deferred Compensation Plan for a governmental employer, the contribution limitation may be increased under Code Section 457(e)(18) to allow certain "catch-up" contributions for individuals who have attained age 50, but only one "catch-up" may be used in a particular year. In addition, under Code Section 457(d) a Section 457(b) Plan may not make amounts available for distribution to participants or beneficiaries before (1) the calendar year in which the participant attains age 70  $\frac{1}{2}$ , (2) the participant has a severance from employment (including death), or (3) the participant is faced with an unforeseeable emergency (as determined in accordance with regulations).

Under Code Section 457(g) all of the assets and income of an Eligible Deferred Compensation Plan for a governmental employer must be held in trust for the exclusive benefit of participants and their beneficiaries. For this purpose, annuity contracts and custodial accounts described in Code Section 401(f) are treated as trusts. This trust requirement does not apply to amounts under an Eligible Deferred Compensation Plan of a tax-exempt (non-governmental) employer. In addition, this trust requirement does not apply to amounts held under a Deferred Compensation Plan of a governmental employer that is not a Section 457(b) Plan. However, where the trust requirement does not apply, amounts held under a Section 457 Plan must remain subject to the claims of the employer's general creditors under Code Section 457(b)(6).

### **4. Taxation of Amounts Received from Qualified Plans**

Except under certain circumstances in the case of Roth IRAs, amounts received from Qualified Contracts or Plans generally are taxed as ordinary income under Code Section 72, to the extent that they are not treated as a tax-free recovery of after-tax contributions or other "investment in the contract." For annuity payments and other amounts received after the Annuity Commencement Date from a Qualified Contract or Plan, the tax rules for determining what portion of each amount received represents a tax-free recovery of "investment in the contract" are generally the same as for Non-Qualified Contracts, as described above.

For non-periodic amounts from certain Qualified Contracts or Plans, Code Section 72(e)(8) provides special rules that generally treat a portion of each amount received as a tax-free recovery of the "investment in the contract," based on the ratio of the "investment in the contract" over the Contract Value at the time of distribution. However, in determining such a ratio, certain aggregation rules may apply and may vary, depending on the type of Qualified Contract or Plan. For instance, all Traditional IRAs owned by the same individual are generally aggregated for these purposes, but such an aggregation does not include any IRA inherited by such individual or any Roth IRA owned by such individual.

In addition, penalty taxes, mandatory tax withholding or rollover rules may apply to amounts received from a Qualified Contract or Plan, as indicated below, and certain exclusions may apply

to certain distributions (e.g., distributions from an eligible Government Plan to pay qualified health insurance premiums of an eligible retired public safety officer or, during 2007, certain distributions from an IRA for charitable purposes). Accordingly, you are advised to consult with a qualified tax adviser before taking or receiving any amount (including a loan) from a Qualified Contract or Plan.

## 5. Penalty Taxes for Qualified Plans

Unlike Non-Qualified Contracts, Qualified Contracts are subject to federal penalty taxes not just on premature distributions, but also on excess contributions and failures to make required minimum distributions ("RMDs"). Penalty taxes on excess contributions can vary by type of Qualified Plan and which person made the excess contribution (e.g., employer or an employee). The penalty taxes on premature distributions and failures to make timely RMDs are more uniform, and are described in more detail below.

### a. Penalty Taxes on Premature Distributions

Code Section 72(t) imposes a penalty income tax equal to 10% of the taxable portion of a distribution from certain types of Qualified Plans that is made before the employee reaches age 59½. However, this 10% penalty tax does not apply to a distribution that is either:

- (i) made to a beneficiary (or to the employee's estate) on or after the employee's death;
- (ii) attributable to the employee's becoming disabled under Code Section 72(m)(7);
- (iii) part of a series of substantially equal periodic payments (not less frequently than annually – "SEPPs") made for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of such employee and a designated beneficiary ("SEPP Exception"), and for certain Qualified Plans (other than IRAs) such a series must begin after the employee separates from service;
- (iv) (except for IRAs) made to an employee after separation from service after reaching age 55 (or made after age 50 in the case of a qualified public safety employee separated from certain government plans);
- (v) (except for IRAs) made to an alternate payee pursuant to a qualified domestic relations order under Code Section 414(p) (a similar exception for IRAs in Code Section 408(d)(6) covers certain transfers for the benefit of a spouse or ex-spouse);
- (vi) not greater than the amount allowable as a deduction to the employee for eligible medical expenses during the taxable year; or
- (vii) certain qualified reservist distributions under Code Section 72(t)(2)(G) upon a call to active duty.

In addition, the 10% penalty tax does not apply to a distribution from an IRA that is either:

- (viii) made after separation from employment to an unemployed IRA owner for health insurance premiums, if certain conditions are met;
- (ix) not in excess of the amount of certain qualifying higher education expenses, as defined by Code Section 72(t)(7); or
- (x) for a qualified first-time homebuyer and meets the requirements of Code Section 72(t)(8).

If the taxpayer avoids this 10% penalty tax by qualifying for the SEPP Exception and later such series of payments is modified (other than by death or disability), the 10% penalty tax will be applied retroactively to all the prior periodic payments (i.e., penalty tax plus interest thereon), unless such modification is made after both (a) the employee has reached age 59½ and (b) 5 years have elapsed since the first of these periodic payments.

For any premature distribution from a SIMPLE IRA during the first 2 years that an individual participates in a salary reduction arrangement maintained by that individual's employer under a SIMPLE Plan, the 10% penalty tax rate is increased to 25%.

b. RMDs and 50% Penalty Tax

If the amount distributed from a Qualified Contract or Plan is less than the amount of the required minimum distribution ("RMD") for the year, the participant is subject to a 50% penalty tax on the amount that has not been timely distributed.

An individual's interest in a Qualified Plan generally must be distributed, or begin to be distributed, not later than the Required Beginning Date. Generally, the Required Beginning Date is April 1 of the calendar year following the later of—

- (i) the calendar year in which the individual attains age 70½, or
- (ii) (except in the case of an IRA or a 5% owner, as defined in the Code) the calendar year in which a participant retires from service with the employer sponsoring a Qualified Plan that allows such a later Required Beginning Date.

The entire interest of the individual must be distributed beginning no later than the Required Beginning Date over—

- (a) the life of the individual or the lives of the individual and a designated beneficiary (as specified in the Code), or
- (b) over a period not extending beyond the life expectancy of the individual or the joint life expectancy of the individual and a designated beneficiary.

If an individual dies before reaching the Required Beginning Date, the individual's entire interest generally must be distributed within 5 years after the individual's death. However, this RMD rule will be deemed satisfied if distributions begin before the close of the calendar year following the individual's death to a designated beneficiary and distribution is over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary). If such beneficiary is the individual's surviving spouse, distributions may be delayed until the deceased individual would have attained age 70½.

If an individual dies after RMDs have begun for such individual, any remainder of the individual's interest generally must be distributed at least as rapidly as under the method of distribution in effect at the time of the individual's death.

The RMD rules that apply while the Contract Owner is alive do not apply with respect to Roth IRAs. The RMD rules applicable after the death of the Owner apply to all Qualified Plans, including Roth IRAs. In addition, if the Owner of a Traditional or Roth IRA dies and the Owner's surviving spouse is the sole designated beneficiary, this surviving spouse may elect to treat the Traditional or Roth IRA as his or her own.

The RMD amount for each year is determined generally by dividing the account balance by the applicable life expectancy. This account balance is generally based upon the account value as of the close of business on the last day of the previous calendar year. RMD incidental benefit rules also may require a larger annual RMD amount, particularly when distributions are made over the joint lives of the Owner and an individual other than his or her spouse. RMDs also can be made in the form of annuity payments that satisfy the rules set forth in Regulations under the Code relating to RMDs.

In addition, in computing any RMD amount based on a contract's account value, such account value must include the actuarial value of certain additional benefits provided by the contract. As a result, electing an optional benefit under a Qualified Contract may require the RMD amount for such Qualified Contract to be increased each year, and expose such additional RMD amount to the 50% penalty tax for RMDs if such additional RMD amount is not timely distributed.

## 6. Tax Withholding for Qualified Plans

Distributions from a Qualified Contract or Qualified Plan generally are subject to federal income tax withholding requirements. These federal income tax withholding requirements, including any "election out" and the rate at which withholding applies, generally are the same as for periodic and non-periodic distributions from a Non-Qualified Contract, as described above, except where the distribution is an "eligible rollover distribution" (described below in "*Rollover Distributions*"). In the latter case, tax withholding is mandatory at a rate of 20% of the taxable portion of the "eligible rollover distribution," to the extent it is not directly rolled over to an IRA or other Eligible Retirement Plan (described below in "*Rollover Distributions*"). Payees cannot elect out of this mandatory 20% withholding in the case of such an "eligible rollover distribution."

Also, special withholding rules apply with respect to distributions from non-governmental Section 457(b) Plans, and to distributions made to individuals who are neither citizens nor resident aliens of the United States.

Regardless of any "election out" (or any actual amount of tax actually withheld) on an amount received from a Qualified Contract or Plan, the payee is generally liable for any failure to pay the full amount of tax due on the includable portion of such amount received. A payee also may be required to pay penalties under estimated income tax rules, if the withholding and estimated tax payments are insufficient to satisfy the payee's total tax liability.

## 7. Rollover Distributions

The current tax rules and limits for tax-free rollovers and transfers between Qualified Plans vary according to (1) the type of transferor Plan and transferee Plan, (2) whether the amount involved is transferred directly between Plan fiduciaries (a "direct transfer" or a "direct rollover") or is distributed first to a participant or beneficiary who then transfers that amount back into another eligible Plan within 60 days (a "60-day rollover"), and (3) whether the distribution is made to a participant, spouse or other beneficiary. Accordingly, we advise you to consult with a qualified tax adviser before receiving any amount from a Qualified Contract or Plan or attempting some form of rollover or transfer with a Qualified Contract or Plan.

For instance, generally any amount can be transferred directly from one type of Qualified Plan (e.g., a TSA) to the same type of Plan for the benefit of the same individual, without limit (or federal income tax), if the transferee Plan is subject to the same kinds of restrictions as the transferor Plan (e.g., a TSA that is subject to the same kinds of salary reduction restrictions. Such a "direct transfer" between the same kinds of Plan is generally not treated as any form of "distribution" out of such a Plan for federal income tax purposes.

By contrast, an amount distributed from one type of Plan (e.g., a TSA) into a different type of Plan (e.g., a Traditional IRA) generally is treated as a "distribution" out of the first Plan for federal income tax purposes, and therefore to avoid being subject to such tax, such a distribution must qualify either as a "direct rollover" (made directly to another Plan fiduciary) or as a "60-day rollover." The tax restrictions and other rules for a "direct rollover" and a "60-day rollover" are similar in many ways, but if any "eligible rollover distribution" made from certain types of Qualified Plan is not transferred directly to another Plan fiduciary by a "direct rollover," then it is subject to mandatory 20% withholding, even if it is later contributed to that same Plan in a "60-day rollover" by the recipient. If any amount less than 100% of such a distribution (e.g., the net amount after the 20% withholding) is transferred to another Plan in a "60-day rollover," the missing amount that is not rolled over remains subject to normal income tax plus any applicable penalty tax.

Under Code Sections 402(f)(2)(A) and 3405(c)(3) an "eligible rollover distribution" (which is both eligible for rollover treatment and subject to 20% mandatory withholding absent a "direct rollover") is generally any distribution to an employee of any portion (or all) of the balance to the employee's credit in any of the following types of "Eligible Retirement Plan": (1) a Qualified Plan under Code Section 401(a) ("Qualified 401(a) Plan"), (2) a qualified annuity plan under Code Section 403(a)

("Qualified Annuity Plan"), (3) a governmental Section 457(b) Plan. However, an "eligible rollover distribution" does not include any distribution that is either—

- a. an RMD amount;
- b. one of a series of substantially equal periodic payments (not less frequently than annually) made either (i) for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of the employee and a designated beneficiary, or (ii) for a specified period of 10 years or more; or
- c. any distribution made upon hardship of the employee.

Before making an "eligible rollover distribution," a Plan administrator generally is required under Code Section 402(f) to provide the recipient with advance written notice of the "direct rollover" and "60-day rollover" rules and the distribution's exposure to the 20% mandatory withholding if it is not made by "direct rollover." Generally, under Code Sections 402(c) and 457 (e)(16), a "direct rollover" or a "60-day rollover" of an "eligible rollover distribution" can be made to a Traditional IRA or to another Eligible Retirement Plan that agrees to accept such a rollover. However, the maximum amount of an "eligible rollover distribution" that can qualify for a tax-free "60-day rollover" is limited to the amount that otherwise would be includable in gross income. By contrast, a "direct rollover" of an "eligible rollover distribution" can include after-tax contributions as well, if the direct rollover is made either to a Traditional IRA or to another form of Eligible Retirement Plan that agrees to account separately for such a rollover, including accounting for such after-tax amounts separately from the otherwise taxable portion of this rollover. Separate accounting also is required for all amounts (taxable or not) that are rolled into a governmental Section 457(b) Plan from either a Qualified Section 401(a) Plan, Qualified Annuity Plan, TSA or IRA. These amounts, when later distributed from the governmental Section 457(b) Plan, are subject to any premature distribution penalty tax applicable to distributions from such a "predecessor" Qualified Plan.

Rollover rules for distributions from IRAs under Code Sections 408(d) (3) and 408A (d) (3) also vary according to the type of transferor IRA and type of transferee IRA or other Plan. For instance, generally no tax-free "direct rollover" or "60-day rollover" can be made between a "NonRoth IRA" (Traditional, SEP or SIMPLE IRA) and a Roth IRA, and a transfer from NonRoth IRA to a Roth IRA, or a "conversion" of a NonRoth IRA to a Roth IRA, is subject to special rules. In addition, generally no tax-free "direct rollover" or "60-day rollover" can be made between an "inherited IRA" (NonRoth or Roth) for a beneficiary and an IRA set up by that same individual as the original owner. Generally, any amount other than an RMD distributed from a Traditional or SEP IRA is eligible for a "direct rollover" or a "60-day rollover" to another Traditional IRA for the same individual. Similarly, any amount other than an RMD distributed from a Roth IRA is generally eligible for a "direct rollover" or a "60-day rollover" to another Roth IRA for the same individual. However, in either case such a tax-free 60-day rollover is limited to one per year (365-day period); whereas no 1-year limit applies to any such "direct rollover." Similar rules apply to a "direct rollover" or a "60-day rollover" of a distribution from a SIMPLE IRA to another SIMPLE IRA or a Traditional IRA, except that any distribution of employer contributions from a SIMPLE IRA during the initial 2-year period in which the individual participates in the employer's SIMPLE Plan is generally disqualified (and subject to the 25% penalty tax on premature distributions) if it is not rolled into another SIMPLE IRA for that individual. Amounts other than RMDs distributed from a Traditional or SEP IRA (or SIMPLE IRA after the initial 2-year period) also are eligible for a "direct rollover" or a "60-day rollover" to an Eligible Retirement Plan (e.g., a TSA) that accepts such a rollover, but any such rollover is limited to the amount of the distribution that otherwise would be includable in gross income (i.e., after-tax contributions are not eligible).

Special rules also apply to transfers or rollovers for the benefit of a spouse (or ex-spouse) or a non-spouse designated beneficiary, Plan distributions of property, and obtaining a waiver of the 60-day limit for a tax-free rollover from the IRS. The Katrina Emergency Tax Relief Act of 2005 (KETRA) allows certain amounts to be recontributed within three years as a rollover contribution to a plan from which a KETRA distribution was taken.

## Appendix A — Examples

### 1. Pre-Annuity Commencement Date Valuation (highlighting compounding)

Below is an illustration of how interest would be credited to your Account Value during each Guarantee Period, using a five year Guarantee Period. For the purpose of this example, we have made the assumption that no full or partial surrenders or pre-authorized distributions of interest occurred during the entire five-year period. A Market Value Adjustment, surrender charge, or both may apply to any such surrenders or distributions (see "Surrenders"). The hypothetical interest rates are illustrative only and are not intended to predict future interest rates to be declared under the contract. Actual interest rates declared for any given time may be more or less than those shown.

Beginning Account Value:	\$50,000					
Guarantee Period:	5 Years					
Guarantee Rate:	5.50% per annum					
		End of Contract Years				
		Year 1	Year 2	Year 3	Year 4	Year 5
Beginning Account Value .....	\$50,000.00					
(1 + Guarantee Rate) .....	1.055					
	\$52,750.00					
Account Value at end of Contract Year 1 .....		\$52,750.00				
(1 + Guarantee Rate) .....		1.055				
		\$55,651.25				
Account Value at end of Contract Year 2 .....			\$55,651.25			
(1 + Guarantee Rate) .....			1.055			
			\$58,712.07			
Account Value at end of Contract Year 3 .....				\$58,712.07		
(1 + Guarantee Rate) .....				1.055		
				\$61,941.23		
Account Value at end of Contract Year 4 .....					\$61,941.23	
(1 + Guarantee Rate) .....					1.055	
					\$65,348.00	
Account Value at end of Guarantee Period .....						\$65,348.00
Total Interest Credited in Guarantee Period .....						\$65,348.00 - 50,000.00 = \$15,348.00
Account Value of end of Guarantee Period .....						\$50,000.00 + 15,348.00 = \$65,348.00
Account Value after 180 days from the Contract Date .						$50,000 \times (1.055)^{180/365} = \$51,337.77$

### 2. Example of Market Value Adjustment (MVA)

Beginning Account Value:	\$50,000
Guarantee Period:	5 years
Guaranteed Interest Rate:	5.50% per annum
Full Surrender:	Middle of contract year 3. Since the Guarantee Period is 5 years, 2.5 years are completed; 2.5 years remain in the Guarantee Period.
Annual Free Withdrawal Amount:	\$2,979.96
Surrender Charge Percentage	5%

#### Example 1 featuring a "j" that is higher than "i":

Gross Surrender Value at the time of Full Surrender	= The sum of the purchase payment and interest credits earned in the 2.5 completed years of the contract.
	$= \$50,000 \times (1.055)^{2.5}$
	= \$57,161.18

Annual Free Withdrawal Amount:  $= \$50,000 \times (1.055)^{2.5} - \$50,000 \times (1.055)^{1.5}$   
 $= \$57,161.18 - \$54,181.21$   
 $= \$2,979.96$

Surrender Charge on Full Surrender:  $= (\text{Gross Surrender Value} - \text{the Annual Free Withdrawal Amount}) \times \text{Surrender Charge Percentage}$   
 $= (\$57,161.18 - \$2,979.96) \times .05$   
 $= \$54,181.21 \times .05$   
 $= \$2,709.06$

Calculate the MVA:  $i = .048$   
 $j = .059$   
 $n = 30$   
 $:$   $=$

$$\left( \frac{(1+i)}{(1+j)} \right)^{n/12}$$

$$= [(1.048)/(1.059)]^{30/12}$$

$$= .974234055$$

Apply the MVA:  $:$  A = Gross Surrender Value  
B = Annual Free Withdrawal Amount  
C = Surrender Charge  
D = Market Value Adjustment

$$= (A - B - C) \times D + B$$

$$= (\$57,161.18 - \$2,979.96 - \$2,709.06) \times .974234055 + \$2,979.96$$

Net Surrender Value:  $= \$53,125.89$

**Example 2: Featuring a “j” that is lower than “i”:**

Gross Surrender Value at the time of Full Surrender  $=$  *The sum of the purchase payment and interest credits earned in the 2.5 completed years of the contract.*  
 $= \$50,000 \times (1.055)^{2.5}$   
 $= \$57,161.18$

Annual Free Withdrawal Amount:  $:$   $= \$50,000 \times (1.055)^{2.5} - \$50,000 \times (1.055)^{1.5}$   
 $= \$57,161.18 - \$54,181.21$   
 $= \$2,979.96$

Surrender Charge on Full Surrender:  $:$   $= (\text{Gross Surrender Value} - \text{Annual Free Withdrawal Amount}) \times \text{Surrender Charge Percentage}$   
 $= (\$57,161.18 - \$2,979.96) \times .05$   
 $= \$54,181.21 \times .05$   
 $= \$2,709.06$

Market Value Adjustment Calculation:

$$\begin{aligned} i &= .048 \\ j &= .037 \\ n &= 30 \end{aligned}$$

Calculate the MVA:

: *This value equals:*

$$\left( \frac{(1+i)}{(1+j)} \right)^{n/12}$$

$$[(1.048)/(1.037)]^{30/12}$$

$$= 1.026730151$$

Apply the MVA:

: A = Gross Surrender Value  
B = Annual Free Withdrawal Amount  
C = Surrender Charge  
D = Market Value Adjustment

$$= (A - B - C) \times D + B$$

$$= (\$57,161.18 - \$2,979.96 - 2,709.06) \times 1.026730151 + \$2,979.96$$

Net Surrender Value:

$$= \$55,827.98$$

Note: These examples do not include any applicable taxes.

**Example 3: Interpolation of the maturity years equal to the remaining length of the Guarantee Period:**

Guarantee Period Effective Date:	05/15/2007
Guarantee Period Length:	5 years, or 1,825 days (based on a 365 day calendar year)
Date of Full surrender:	07/07/2008

The interpolation of the maturity years equal to the remaining length of the Guarantee Period will correspond with the date of surrender and will be rounded to the nearest tenth.

Days/Years Completed:

: *Date of Full Surrender – Guarantee Period Effective Date*

$$= 07/07/2008 - 05/15/2007$$

$$= 419 \text{ days completed}$$

$$= \text{Days Completed} / 365$$

$$= 419 / 365$$

$$= 1.1 \text{ years completed}$$



Days/Years Remaining: : *Guarantee Period Length in Days – Days Completed*

= 1,825 – 419

= 1,406 days remaining

= *Days Remaining / 365*

= 1,406 / 365

= 3.9 years remaining

Using the contract issue date of 05/15/2007 and the full surrender date of 07/07/2008, we determined that 1.1 years of the Guarantee Period were completed and 3.9 years remained. Therefore, the U.S. Treasury Constant Maturity Rate will correspond with the rate for maturity years equal to 3.9.

**Example 4: Full Surrender Value when Contract Value is in the Access Account**

Contract Value at Expiration of Guarantee Period: \$55,000

Guarantee Period Expiration Date: 06/30/2014

Access Account Commencement Date: 07/01/2014

Guaranteed Interest Rate in Access Account: 3.00%

Maximum Access Account Duration: 6 months

Date of Full Surrender: 08/31/2014, Since the Maximum Access Account Duration is 6 months, 0.17 months are completed, 5.83 months remain.

Gross Surrender Value upon Full Surrender from Access Account: : *This value equals:*

*The sum of the Contract Value at Expiration of the previous Guarantee Period + interest credits earned in the Access Account.*

$$= \$55,000 \times (1.03)^{0.17}$$

$$= \$55,277.07$$

Net Surrender Value upon Full Surrender from Access Account: : No Surrender Charge or MVA adjustments apply on Full Surrenders from the Access Account:

= \$55,277.07

<i>SERFF Tracking Number:</i>	<i>HARL-125799679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40138</i>
<i>Company Tracking Number:</i>	<i>IPD HL-CRCS2-08</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.002 Modified Guaranteed</i>
<i>Product Name:</i>	<i>CRC Select II</i>		
<i>Project Name/Number:</i>	<i>CRC Select II/HL-CRCS2-08</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	CRC Select II	09/02/2008	HL-CRCS2-08 _Contract 8-27-08_.pdf
No original date	Form	Charitable Remainder Trust Rider	09/02/2008	Charitable Remainder Trust Rider.pdf



**HARTFORD LIFE INSURANCE COMPANY**

**200 Hopmeadow Street**

**Simsbury, CT 06089**

(a stock life insurance company, herein called "We", "Us", "Our")

This Contract is issued to the Contract Owner (herein called "You", "Your") by Us on the Contract Issue Date, in consideration of the payment of the Premium Payment. We will provide You with the benefits described in this Contract.

This Contract is subject to the laws of the jurisdiction where it is delivered.

**READ THIS CONTRACT CAREFULLY**

**This is a legal Contract between You and Us.**

**RIGHT TO EXAMINE CONTRACT:** We want You to be satisfied with the Contract you have purchased. We urge You to examine it closely. If for any reason You are not satisfied with this Contract, You may cancel it by returning it within ten (10) days after You receive it. In such an event, We will pay You an amount equal to the Contract Value on the date of cancellation multiplied by the Market Value Adjustment.

**MARKET VALUE ADJUSTMENT FORMULA**

This Contract contains a Market Value Adjustment formula. The formula may result in either upward or downward adjustments in the Gross Surrender Value. Details of the Market Value Adjustment are described in the Surrender Provisions on Page 9.

**SEPARATE ACCOUNT**

The Premium Payment will be deposited in a non-unitized separate account. All assets of Hartford Life Insurance Company are available to meet the guarantees under the Contract and are available to meet the general obligations of Hartford Life Insurance Company.

Signed for Hartford Life Insurance Company by:

[

**Richard G. Costello, Secretary**

**John C. Walters, President**

]

**NON-PARTICIPATING**

**INDIVIDUAL SINGLE PREMIUM  
MODIFIED GUARANTEED ANNUITY CONTRACT**

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## CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SAMPLE]	CONTRACT ISSUE DATE	[MARCH 1, 2008]
ANNUITANT	[MATTHEW BROWN]	ANNUITY COMMENCEMENT DATE	[OCTOBER 1, 2038]
ANNUITANT AGE	[35]	ANNUITANT GENDER	[MALE]
CONTRACT OWNER	[MATTHEW BROWN]	PREMIUM PAYMENT	[\$5,000]
CONTINGENT ANNUITANT		GUARANTEE PERIOD	[5 YEARS]
BENEFICIARY	[KELLY BROWN]	GUARANTEE RATE	[7%]
		MINIMUM INTEREST RATE	[1%]

**SURRENDER CHARGE:** This charge is determined by multiplying the applicable rate specified below by the amount of the Full or Partial Surrender that exceeds the Annual Withdrawal Amount. This charge does not apply to:

- [Surrenders during the 30 day period at the beginning of a subsequent Guarantee Period; or
- Surrenders of Contract Value held in the Access Account, if applicable; or
- Annuitization; or
- The Death Benefit; or
- Transfers from the current Guarantee Period into a new Guarantee Period made at the end of the then current Guarantee Period;
- Permissible transfers from or to any of the Accounts.]

This charge varies according to initial and subsequent Guarantee Periods and equals:

INITIAL GUARANTEE PERIOD		EACH SUBSEQUENT GUARANTEE PERIOD	
YEAR	CHARGE	YEAR	CHARGE
[1	6%	[1	4%
2	6%	2	3%
3	5%	3	2%
4	4%	4	2%
5	3%	5	2%
Thereafter	2%]	Thereafter	2%]

**ANNUAL FREE WITHDRAWAL AMOUNT:** The amount which is not subject to the Surrender Charge. [It equals any interest credited during the 12 months prior to the Surrender Date that was not previously withdrawn.]

**MINIMUM AMOUNT:** Partial surrenders may only be made if the remaining Contract Value after the Gross Surrender Value is deducted is at least the Minimum Amount of [\$500].

**ANNUITY PARAMETERS:** The Minimum Annuity Payment allowed is: [\$100.] The Annuity Commencement Date will not be deferred beyond the end of the Guarantee Period immediately following the later of:

- a) the Annuitant's [90<sup>th</sup>] birthday; or
- b) the [10th] Contract Year;

unless the Contract Owner elects a later Annuity Commencement Date In Writing, subject to laws and regulations then in effect and Our approval.

**ADMINISTRATIVE OFFICE OF THE COMPANY:** [Currently located at 200 Hopmeadow St., Simsbury, CT 06089. All correspondence concerning this Contract should be sent to Our mailing address: Hartford Life Insurance Company, P.O. Box 5085, Hartford, CT 06102-5085.]

## DEFINITIONS

**ADMINISTRATIVE OFFICE OF THE COMPANY.** Our administrative office is shown on the Contract Specifications page.

**ANNUITANT.** The person on whose life this Contract is issued. Also see Contingent Annuitant and Joint Annuitant.

**ANNUITY COMMENCEMENT DATE.** It is the date when Annuity payments are scheduled to begin as described under Annuity Provisions in this Contract.

**BENEFICIARY.** The person(s) entitled to receive benefits pursuant to the terms of the Contract in case of the death of the Annuitant, or a Contract Owner(s), as applicable.

**BUSINESS DAY.** Any day that We, and for so long as the New York Stock Exchange, are open for business.

**CONTINGENT ANNUITANT.** The person You designate who, upon the Annuitant's death prior to the Annuity Commencement Date, may become the Annuitant.

**CONTRACT ANNIVERSARY.** The anniversary of the Contract Issue Date. If the Contract Anniversary falls on a non-Business Day, then the Contract Anniversary will be the preceding Business Day.

**CONTRACT ISSUE DATE.** The date shown on The Contract Specifications page. Contract Years are measured from the Contract Issue Date.

**CONTRACT OWNER(S).** The owner(s) or holder(s) of the Contract.

**CONTRACT VALUE.** The Contract Value on the Contract Issue Date is equal to the Premium Payment deposited into the Contract less any applicable Premium Taxes. Thereafter, it is the Premium Payment increased by interest credited, reduced by any prior surrenders (including applicable Surrender Charges and Premium Taxes) and adjusted by any Market Value Adjustments previously applied.

**CONTRACT YEAR.** Any 12-month period between Contract Anniversaries, beginning on the Contract Issue Date.

**DEATH BENEFIT.** The amount We will pay upon the death of the Contract Owner(s) or Annuitant, as applicable.

**DUE PROOF OF DEATH.** A certified death certificate, an order of a court of competent jurisdiction, or any other proof acceptable to Us.

**GROSS SURRENDER VALUE.** The amount deducted from your Contract Value (including applicable Surrender Charges, Premium Taxes, and Market Value Adjustments).

**GUARANTEE PERIOD.** The period offered by Us and elected by you for which either an initial or renewal interest rate will be credited. The initial Guarantee Period is shown on the Contract Specifications page.

**IN WRITING.** A written form or other method satisfactory to Us and received at Our Administrative Office as defined.

**INTERNAL REVENUE CODE.** The Internal Revenue Code of 1986, as amended.

**JOINT ANNUITANT.** Upon annuitization, a person other than the Annuitant on whose life, Annuity payments may be made. The Contract will have a Joint Annuitant only if the Annuity Option selected provides for a survivor.

**LEHMAN BROTHERS U.S. INTERMEDIATE CREDIT INDEX OPTION ADJUSTED SPREAD.** This rate is a component used to determine the Market Value Adjustment.

**MARKET VALUE ADJUSTMENT.** A positive or negative adjustment applied in the determination of your Gross Surrender Value after the Annual Free Withdrawal Amount is taken into consideration, if applicable, and after Surrender Charges are deducted, if applicable.

**NET SURRENDER VALUE.** The amount payable to You on a full or partial surrender or commutation under this Contract after any applicable Surrender Charges, Premium Taxes, and Market Value Adjustment have been applied.

**PAYEE.** The person, designated by You, to whom Annuity payments will be made.

**PREMIUM PAYMENT.** 100% of the dollar amount of the Premium Payment deposited into the Contract.

**PREMIUM TAX.** A tax imposed by certain jurisdictions when a Premium Payment is made, Annuity Payments are made, or when the Contract is surrendered.

**SURRENDER CHARGE.** A Surrender Charge may be deducted for a full or partial surrender. The Surrender Charge schedule is shown on the Contract Specifications page.

**SURRENDER DATE.** The date We receive Your request In Writing for a surrender or the date You request for surrender, if later.

**U.S. CONSTANT MATURITY TREASURY RATE.** Also commonly known as a Treasury Yield Curve Rate. This rate is a component used to determine the Market Value Adjustment.

**WE, US, OUR.** The company referred to on the first page of this Contract.

**YOU, YOUR.** The Contract Owner(s).

#### **PREMIUM PAYMENT PROVISIONS**

**PREMIUM PAYMENT.** The Premium Payment is shown on The Contract Specifications page. The Premium Payment is payable at Our designated office(s). A Premium Payment of \$1,000,000 or more will be subject to Our prior approval In Writing. The Premium Payment (less applicable Premium Taxes, if any) will be credited to the Contract on the Contract Issue Date.

#### **CONTRACT CONTROL PROVISIONS**

##### **ANNUITANT, CONTINGENT ANNUITANT, JOINT ANNUITANT, AND CONTRACT OWNER(S).**

The Annuitant may not be changed.

The designations of Contract Owner, Joint Annuitant, and Contingent Annuitant will remain in effect until You change them. The designation of the Contract Owner may be changed In Writing during the lifetime of the Annuitant. The designation of Contingent Annuitant may be changed In Writing at any time during the lifetime of the Annuitant and prior to the Annuity Commencement Date.

If no Contingent Annuitant has been named, the Contract Owner is the Annuitant, and the Contract Owner/Annuitant's spouse is the Beneficiary, the Contract Owner/Annuitant's spouse will be presumed to be the Contingent Annuitant.

In any other situation, if no Contingent Annuitant has been named, the youngest Contract Owner will be presumed to be the Contingent Annuitant, providing that the youngest Contract Owner is not the Annuitant. The Contract Owner may waive this presumption In Writing.

**OWNERSHIP.** You have the sole power to exercise all rights, options and privileges granted by this Contract or permitted by Us and to agree with Us to any change in or amendment to the Contract. Your rights will be subject to the rights of any assignee of record with Us and of any irrevocably designated Beneficiary. In the case of joint Contract Owners, each Contract Owner alone may exercise all rights, options and privileges, except with respect to a full surrender, partial surrender, selection of an Annuity Option, and/or change of Ownership or Beneficiary.

**BENEFICIARY.** The designated Beneficiary will remain in effect until You change it. The designated Beneficiary may be changed In Writing during the lifetime of the Annuitant. If the designated Beneficiary has been designated as an irrevocable Beneficiary, the designation cannot be changed or revoked without such Beneficiary's written consent. Upon receipt of written notice and Our consent, if required by Us, the new designation will take effect as of the date the notice is processed by the Contract Owner, whether or not the Annuitant or Contract Owner is alive at the time of receipt. Any payments made or other action taken by Us before the receipt of the notice will not be subject to the requested change.

## **GENERAL PROVISIONS**

**CONTRACT.** This Contract and any amendments, endorsements or riders, constitute the entire Contract.

**CONTRACT MODIFICATION.** No modification of this Contract will be made without the signature of Our President, an Executive Vice President, Senior Vice President, Vice President or Assistant Vice President. No modification will affect the amount or term(s) of any Annuity Payment begun prior to the modification, unless it is required to conform the Contract to any federal or state statute. No modification will affect the method by which Your Contract Value will be determined.

**INCONTESTABILITY.** We cannot contest this Contract.

**MINIMUM VALUE STATEMENT.** Any values available under the Surrender Provisions of this Contract equal or exceed those required by the state in which the Contract is issued.

**MISSTATEMENT OF AGE AND GENDER.** Prior to the Annuity Commencement Date, if the age of the Annuitant has been misstated, the Annuity Commencement Date may change. Once Annuity payments begin, if the age and/or gender of the Annuitant have been misstated, the amount of the Annuity payable by Us will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable. In states which require the crediting of interest in the event of an underpayment, or the deduction of interest in the event of overpayment, we will apply an annual effective rate of 1%.

**NON-PARTICIPATING.** This Contract is nonparticipating. It does not earn dividends.

**REPORTS.** You will receive a report once each Contract Year showing the Contract Value of this Contract and any other information required by the state in which this Contract was issued.

**TAX QUALIFICATION.** This Contract is intended to qualify as an Annuity Contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted to ensure and maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract to conform to any changes in the tax qualification requirements under the applicable provision of the Internal Revenue Code.



## GUARANTEE PERIOD AND INTEREST CREDITING PROVISIONS

**GUARANTEE PERIODS.** The Company may offer one or more renewal Guarantee Periods from time to time. We reserve the right to offer new Guarantee Periods or limit the Guarantee Periods that are offered in the future, or offer certain Guarantee Periods to certain classes of investors. The duration of a Guarantee Period may not extend beyond the maximum Annuity Commencement Date as described under the Annuity Provisions of this Contract.

**Guarantee Period Expiration and Renewal.** Upon expiration of any Guarantee Period, a subsequent Guarantee Period of the same duration (provided such duration is then available), will commence, unless You have elected In Writing to: 1.) transfer to another permissible Guarantee Period duration; or 2.) annuitize Your Contract; or 3.) surrender Your Contract; or 4.) other options made available by Us.

If the same duration is not available, the Contract will be renewed into the next higher Guarantee Period that is then available. If the only available Guarantee Period would extend beyond the maximum Annuity Commencement Date, the only available options are: 1.) annuitize Your Contract; or 2.) surrender Your Contract; or 3.) other options made available by Us.

**Guarantee Period Exchanges.** Once each Contract Year beginning after the first Contract Year, You may elect to transfer out of the current Guarantee Period and into a Guarantee Period of a different then permissible duration. At that time, a new Guarantee Period will be established which must be longer than the previous Guarantee Period and a Market Value Adjustment may apply. However, You may not renew or transfer the Contract into any Guarantee Period of a duration that extends beyond the Annuity Commencement Date as described under the Annuity Provisions of this Contract.

The Contract Value at the beginning of the new Guarantee Period will equal the Contract Value at the time of transfer adjusted for any applicable Market Value Adjustment. Transfers from the current Guarantee Period into a new Guarantee Period made at the end of the then current Guarantee Period are not subject to a Surrender Charge or Market Value Adjustment.

Surrender Charges applicable to each subsequent Guarantee Period are measured from the beginning of each subsequent Guarantee Period and are shown on the Contract Specifications page.

**CREDITING OF INTEREST.** The Premium Payment (less the Gross Surrender Value of all surrenders made) will earn interest daily at the effective annual Guarantee Rate during the Guarantee Period. This rate will never be less than the Minimum Interest Rate. The Guarantee Rate is set by Us for the applicable Guarantee Period on the effective date of each Guarantee Period. The initial Guarantee Rate that We will credit is shown on the Contract Specifications page.

**MINIMUM INTEREST RATE.** The guaranteed Minimum Interest Rate that will be applied during a Guarantee Period is determined at the beginning of each Guarantee Period. The Minimum Interest Rate equals the greater of 1% and an interest rate calculated as follows:

The interest rate will be such that the Contract Value prior to the application of the Market-Value-Adjustment (MVA) will never be less than 87.5% of the Contract Value at the beginning of the then effective Guarantee Period, adjusted for prior withdrawals, accumulated at the non-forfeiture interest rate required by the Standard Non-forfeiture Law for individual fixed deferred annuities.

The guaranteed Minimum Interest Rate will be recalculated monthly for Guarantee Period renewals and new Contracts We issue, based on the formula above. It will not change during a Guarantee Period.

We may credit additional interest at Our sole discretion.

## SURRENDER PROVISIONS

**SURRENDERS.** Full surrenders may be made under this Contract at any time. Partial surrenders may only be made if:

- a) the Gross Surrender Value is at least \$1,000; and
- b) the remaining Contract Value after the Gross Surrender Value has been deducted is at least the Minimum Amount shown on the Contract Specifications page.

A full or partial surrender made at the end of a Guarantee Period is not subject to a Surrender Charge or Market Value Adjustment. A request for a surrender at the end of a Guarantee Period must be received, In Writing, no later than the end of the Guarantee Period. In the event of a full surrender, except as otherwise provided pursuant to applicable rider, We will pay the Contract Owner an amount equal to the Net Surrender Value as of the end of the then applicable Guarantee Period.

In the event of a full or partial surrender made at any time other than the end of a Guarantee Period, no Surrender Charge or Market Value Adjustment will be imposed on the Annual Free Withdrawal Amount. However, any unpaid Premium Taxes may apply.

In the case of any surrenders, the Net Surrender Value will be payable to You. In the event of surrenders in excess of the Annual Free Withdrawal Amount, the Net Surrender Value is determined by Us as follows:

Assume:

A = the amount you request for a Surrender;

B = Annual Free Withdrawal Amount;

C = the Surrender Charge, plus any unpaid Premium Taxes. The Surrender Charge equals  $(A - B) \times$  the applicable Surrender Charge percentage as shown on the Contract Specifications page.

D = the Market Value Adjustment described below.

The Net Surrender Value equals  $(A - C) \times D$ .

**Market Value Adjustment -** The formula which will be used to determine the Market Value Adjustment is calculated by Us as follows:

$$\left[ \frac{1 + I}{1 + J} \right]^{N/12} \quad \text{where:}$$

I = the U.S. Constant Maturity Treasury rate as of three business days prior to the Guarantee Period effective date (expressed as a decimal, e.g., 1% = .01), with maturity years equal to the length of the then current Guarantee Period plus the Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread rate as of three business days prior to the Guarantee Period effective date; and

J = the U.S. Constant Maturity Treasury rate as of three business days prior to the date the interest adjustment is applied (expressed as a decimal, e.g., 1% = .01), with maturity years equal to the remainder of the then current Guarantee Period (this will be interpolated when necessary) plus the Lehman Brothers U.S. Intermediate Credit Index Option Adjusted Spread rate as of three business days prior to the date the interest adjustment is applied; and

N = the number of complete months from the Surrender Date to the end of the then current Guarantee Period.

In the event that any index or rate is no longer available, We will use a substantially similar index or rate for determining the Market Value Adjustment. If a discontinued index or rate is not available for a Guarantee Period renewal or exchange, We will use a substantially similar index or rate, as applicable. We will notify You of any changes in the availability of the index or rate, and the applicable substitute We will use.

**PAYMENT UPON SURRENDER - DEFERRAL OF PAYMENT.** We may defer payment of any amounts from the Contract for up to six months from the date of the request to surrender, subject to obtaining any required approval by the Insurance Commissioner of the state in which this Contract is issued. If We defer payment for more than 30 days, We will pay interest per annum of at least the statutory required minimum interest rate then in effect on the amount deferred.

### **DEATH BENEFIT PROVISIONS**

#### **BENEFICIARY DISPOSITION IN THE EVENT OF DEATH BEFORE THE ANNUITY COMMENCEMENT DATE.**

If the Contract Owner dies, and the Annuitant is living, and

- a) the joint Contract Owner is living, and then the joint Contract Owner will also become the Beneficiary. In this case, the rights of such designated Beneficiary are voided.
- b) there is no surviving joint Contract Owner, then the designated Beneficiary will remain the Beneficiary.
- c) there is no surviving joint Contract Owner, and there is no Beneficiary designation in effect, or the designated Beneficiary has predeceased the Contract Owner, then the Contract Owner's estate shall be the Beneficiary.

If the Annuitant dies, and

- a) the Annuitant is also the sole Contract Owner, regardless of any named Contingent Annuitant, the designated Beneficiary will remain the Beneficiary.
- b) both the Contract Owner and the Contingent Annuitant are living, the Contingent Annuitant will become the Annuitant, the designated Beneficiary will remain the Beneficiary.
- c) the Contract Owner is living, and there is no Contingent Annuitant or the Contingent Annuitant is not living, the Contract Owner will be presumed to be the Contingent Annuitant and the Contract continues. The Contract Owner may waive this presumption and receive the Death Benefit. The rights of the designated Beneficiary are automatically voided.
- d) the contract is owned by a corporation or other entity, the Contract Owner will be the Beneficiary. In this case, the rights of the designated Beneficiary are automatically voided.

**BENEFICIARY DISPOSITION IN THE EVENT OF DEATH ON OR AFTER THE ANNUITY COMMENCEMENT DATE.**

- a) If the Contract Owner dies, and the Annuitant is living, the designated Beneficiary will become the Contract Owner and the payments will continue as scheduled.
- b) If the Annuitant dies, the Contract Owner will be the Beneficiary. Upon Our receipt of Due Proof of Death, the rights of the designated Beneficiary are automatically voided.
- c) If the Annuitant, who is also the sole Contract Owner, dies, the designated Beneficiary will remain the Beneficiary.

**DEATH BENEFIT.** The Death Benefit will be calculated as of the date We receive notification, In Writing, of Due Proof of Death at the Administrative Office of the Company. If death occurs before the Annuity Commencement Date, the Death Benefit equals the Contract Value. There is no Surrender Charge or Market Value Adjustment applied to a Death Benefit. If death occurs on or after the Annuity Commencement Date, any remaining interest in the Contract will be paid at least as rapidly as under the method of distribution in effect at the time of death.

**SETTLEMENT OF THE DEATH BENEFIT.** The Death Benefit may be taken in one sum or under any of the settlement options then being offered by Us subject, however, to the distribution requirements below. The Beneficiary may elect any available settlement option, unless the Contract Owner has designated the settlement option for that Beneficiary. The available settlement options include any of the annuity options under this Contract or any other options then being offered or approved by Us. If payment is taken in one sum, an interest-bearing draft account ("Safe Haven Account") will be offered and if elected, maintained until the entire balance is withdrawn. The Safe Haven Account is part of Our General Account assets. The minimum draft writing amount and remaining balance must be at least equal to the minimum amounts according to Our rules then in effect. If the remaining balance falls below Our minimum amount rules, the Safe Haven Account will terminate and We will pay the remaining balance in one sum.

As of the date of receipt of complete disbursement instructions from the Beneficiary, the amount to be paid or applied to a selected settlement option will be computed. When there is more than one Beneficiary, the amount will be calculated for each Beneficiary's share of the proceeds and paid or applied to a selected settlement option according to and upon receipt of each Beneficiary's instructions. If the date of receipt of complete instructions falls on a non-Business Day, the amount will be computed on the next Business Day.

When payment is taken in one sum, payment will be made within 7 days of Our receipt of complete instructions.

**DISTRIBUTION REQUIREMENTS.** Subject to the Alternative Election or Spouse Beneficiary provisions below:

- a) If any Contract Owner dies before the Annuity Commencement Date, the entire interest in the Contract will be distributed within five years after such death; and
- b) If any Contract Owner dies on or after the Annuity Commencement Date and before the entire interest in the Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of such death.

If the Contract Owner is not an individual, then for purposes of the preceding paragraph a) or b), the primary Annuitant will be treated as the Contract Owner. If the Contract Owner is not an individual, then for purposes of the preceding paragraph a) or b), a change of Annuitant is treated as death of Contract Owner.

**ALTERNATIVE ELECTION TO SATISFY DISTRIBUTION REQUIREMENTS.** If any portion of the interest of a Contract Owner described above is payable to or for the benefit of a designated Beneficiary, and the Beneficiary elects after the Contract Owner's death to have the benefit distributed over a period that:

- a) does not extend beyond the later of such Beneficiary's life or life expectancy; and
- b) does commence within one year of the date of death;

then for purposes of satisfying the distribution requirements above, the benefit will be treated as distributed entirely on the date such periodic distributions begin.

**SPOUSE BENEFICIARY.** In the event of the death of a Contract Owner and there is no joint Contract Owner and the sole Beneficiary is the Contract Owner's spouse and the Annuitant (Contingent Annuitant, if applicable) is alive, this Contract will continue with the spouse as the Contract Owner, unless the spouse elects to be paid a death benefit option. This provision will apply only once with respect to this Contract. Spousal continuation is only available if the spouse is listed as 100% Beneficiary.

## ANNUITY PROVISIONS

**ANNUITY COMMENCEMENT DATE.** The Annuity Commencement Date is shown on The Contract Specifications page. You may change the date by notifying Us prior to the Annuity Commencement Date, subject to the parameters as shown on the Contract Specifications page and Our approval.

**ANNUITY PAYMENT.** If the Annuity Commencement Date does not coincide with the end of a Guarantee Period, We will apply Your Contract Value, less any applicable Premium Taxes, multiplied by the Market Value Adjustment, if any, to purchase the modal income payments according to the Annuity Option elected. If the Annuity Commencement Date coincides with the end of any Guarantee Period, no Market Value Adjustment will be applied in the determination of the monthly income payments. No Surrender Charge will be applied upon annuitization at any time.

**ELECTION OF ANNUITY OPTION.** You may elect any one of the Annuity Options described below or any other Annuity Option We offer at the time of annuitization. In the absence of such election, the Life Annuity with 10 Years Period Certain will apply. The Annuity Option elected by You may not be changed on or after the Annuity Commencement Date. Election of any of these options must be made, In Writing, to Us prior to the Annuity Commencement Date.

Some of the options may not be available if this Contract is issued to qualify under Section 401, 403, or 408 of the Internal Revenue Code of 1986 as amended. The third, fifth and sixth options (Life Annuity with Payments for a Period Certain, Joint and Last Survivor Life Annuity with Payments for a Period Certain, and Payment for a Period Certain) or any other option with a period certain segment will be available only if the guaranteed payment period is less than the life expectancy of the Annuitant at the time the option becomes effective. Such life expectancy will be computed under the mortality table then in use by Us.

**ELECTION OF ANNUITY PAYMENT FREQUENCY.** You may elect the Annuity payment frequency. Available Annuity payment frequencies include: monthly, quarterly, semi-annual, and annual. In the event that You do not elect a payment frequency, Annuity payments will be made monthly. Annuity payments will be made according to the Annuity payment frequency selected. You may elect to change the Annuity payment frequency of Your payments within 30 days prior to the scheduled Annuity Commencement Date.

**DATE OF PAYMENT.** The first Annuity Payment is payable on the Annuity Commencement Date. The remaining Annuity payments are computed and payable as of the same day of the month, or the preceding Business Day, if applicable, as the Annuity Commencement Date, based on the elected Annuity payment frequency.

**MINIMUM ANNUITY PAYMENT.** The first Annuity Payment must be at least equal to the Minimum Annuity Payment amount shown in the Annuity Parameters on the Contract Specifications page. If at any time, payments become less than the minimum payment amount, We have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, We may make an alternative arrangement with You.

**TERMINATION AFTER THE ANNUITY COMMENCEMENT DATE.** This Contract may not be surrendered after the commencement of Annuity payments, except with respect to the Seventh Option.

**PROOF OF SURVIVAL.** The payment of any Annuity benefit will be subject to evidence that the Annuitant is alive on the date such payment is otherwise due, as approved by Us.

**DEATH OF ANNUITANT.** In the event of the death of the Annuitant while receiving Annuity payments, the Beneficiary will continue to receive the remaining guaranteed payments as scheduled. Alternatively, the Beneficiary may elect to receive a lump sum payment of the Death Benefit equal to the present value of any remaining guaranteed payments.

## ANNUITY OPTIONS

**First Option** - Life Annuity - An Annuity payable during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.

**Second Option** - Life Annuity with a Cash Refund - An Annuity payable during the lifetime of the Annuitant. At the death of the Annuitant, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value applied on the Annuity Commencement Date, minus the dollar amount of Annuity payments already paid and Premium Taxes.

**Third Option** - Life Annuity with Payments for a Period Certain (5 years to 100 years minus Annuitant's age) - An Annuity payable for a fixed number of years and during the lifetime of the Annuitant. If, at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Fourth Option** - Joint and Last Survivor Life Annuity - An Annuity payable during the joint lifetime of the Annuitant and a Joint Annuitant, and thereafter during the remaining lifetime of the survivor Annuitant. At the time of electing this option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor Annuitant. Payments will cease with the last payment prior to the death of the survivor. If, at the death of the last surviving Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary, or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Fifth Option** - Joint and Last Survivor Life Annuity with Payments for a Period Certain (5 years to 100 years-age) - An Annuity payable for a fixed number of years and during the lifetimes of the Annuitant and the Joint Annuitant and thereafter during the remaining lifetime of the survivor. At the time of electing this Annuity Option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor.

**Sixth Option** - Payments for a Period Certain (5 years to 100 years minus Annuitant's age) - An Annuity payable for a fixed number of years with period of 10 years or greater available at any time and periods of 5 to 10 years available on or after the second Contract Year. Payments will be made for the period and frequency selected. If, at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary or the Beneficiary can elect to receive the present value of the remaining payments in one sum. To calculate the present value We will use an interest rate We determine in Our discretion.

**Seventh Option** - Annuity Proceeds Annuity Option - Amounts otherwise payable as a Death Benefit left in the Contract for a period not to exceed five years from the date of any Contract Owner or Annuitant's death prior to the Annuity Commencement Date. The amounts otherwise payable as a Death Benefit will remain in the same Guarantee Period and continue to earn the same interest rate as at the time of death. If the Guarantee Period ends before the end of the five year period, the Beneficiary may elect a new Guarantee Period with a duration closest to, but not to exceed the time remaining in the period of five years from the date of the Contract Owner's or Annuitant's death. Full or partial surrenders may be made at any time. In the event of any surrender, the remaining value will equal the Death Benefit left with Us, minus any Gross Surrender Values, plus any interest earned.

## ANNUITY TABLES

**DESCRIPTION OF TABLES.** The attached Annuity Tables show the minimum dollar amount of the monthly payments for each \$1,000 applied under the first six options. Under the first, second or third options, the amount of each payment will depend upon the age and gender of the Annuitant at the time the first payment is due. Under the fourth and fifth options, the amount of each payment will depend upon the gender of both Annuitants and their ages at the time the first payment is due. Gender will not be used to determine the amount of the Annuity payable if this Contract is issued to qualify under certain sections of the Internal Revenue Code. If gender is used to determine the amount of Annuity payable, the Annuity Tables at the end of this Contract will provide rates of payment for male Annuitants and female Annuitants.

The tables for the first, second, third, fourth and fifth options are based on the [1983a Individual Annuity Mortality Table projected to the year 2000 using Projection Scale G] and an interest rate of [2.5%]. The table for the sixth option is based on an interest rate of [2.5%] per annum.

The Annuity tables for the first through fifth options are age dependent. The amount of the first payment will be based on an age that is a specified number of years younger than the Annuitant's then-attained age. The revised age is as follows:

Date of First Payment	Revised Age
[Prior to 2015	2 years
2015 - 2019	3 years
2020 - 2029	4 years
2030 - 2039	5 years
2040 or later	6 years]



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**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
Amount of First Monthly Payment For Each \$1,000 Applied**

Fixed Dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request.

**FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES**

Age	Male Annuitant				Female Annuitant			
	Monthly Payments Guaranteed				Monthly Payments Guaranteed			
	None	120	180	240	None	120	180	240
[35]	\$3.05	\$3.05	\$3.04	\$3.03	\$2.88	\$2.88	\$2.88	\$2.87
40	3.25	3.24	3.23	3.21	3.04	3.03	3.03	3.02
45	3.49	3.48	3.45	3.42	3.23	3.22	3.22	3.20
50	3.80	3.77	3.73	3.68	3.47	3.46	3.45	3.42
51	3.87	3.84	3.79	3.73	3.53	3.52	3.50	3.47
52	3.94	3.91	3.86	3.79	3.59	3.57	3.56	3.52
53	4.02	3.98	3.93	3.85	3.65	3.64	3.61	3.58
54	4.10	4.06	4.00	3.91	3.72	3.70	3.67	3.63
55	4.19	4.14	4.07	3.97	3.79	3.77	3.74	3.69
56	4.28	4.22	4.15	4.04	3.86	3.84	3.80	3.75
57	4.37	4.31	4.23	4.10	3.94	3.91	3.87	3.81
58	4.48	4.41	4.31	4.17	4.02	3.99	3.94	3.88
59	4.59	4.51	4.40	4.23	4.10	4.07	4.02	3.94
60	4.70	4.61	4.49	4.30	4.20	4.16	4.10	4.01
61	4.83	4.72	4.58	4.37	4.29	4.25	4.18	4.08
62	4.96	4.84	4.67	4.44	4.40	4.35	4.27	4.15
63	5.10	4.96	4.77	4.50	4.51	4.45	4.36	4.22
64	5.25	5.09	4.87	4.57	4.62	4.56	4.46	4.30
65	5.41	5.23	4.97	4.64	4.75	4.67	4.55	4.37
66	5.59	5.37	5.08	4.70	4.88	4.79	4.66	4.45
67	5.77	5.51	5.18	4.76	5.03	4.92	4.76	4.52
68	5.97	5.66	5.29	4.82	5.18	5.05	4.87	4.59
69	6.18	5.82	5.39	4.87	5.34	5.19	4.98	4.66
70	6.40	5.98	5.49	4.92	5.52	5.34	5.09	4.73
75	7.76	6.85	5.97	5.12	6.64	6.21	5.67	5.02
80	9.67	7.73	6.32	5.23	8.29	7.20	6.15	5.19]

**FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY**

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
[35]	\$2.74	\$2.81	\$2.87	\$2.92	\$2.96	\$2.99	\$3.01	\$3.03	\$3.04	\$3.04	\$3.05	3.05
40	2.78	2.87	2.95	3.02	3.08	3.13	3.17	3.20	3.22	3.23	3.24	3.24
45	2.81	2.92	3.02	3.12	3.22	3.30	3.36	3.40	3.44	3.46	3.47	3.48
50	2.83	2.95	3.08	3.22	3.35	3.46	3.56	3.64	3.70	3.74	3.76	3.78
55	2.85	2.98	3.13	3.29	3.46	3.63	3.79	3.91	4.01	4.08	4.13	4.15
60	2.86	3.00	3.16	3.35	3.56	3.79	4.01	4.21	4.38	4.51	4.59	4.64
65	2.87	3.01	3.19	3.39	3.64	3.92	4.22	4.52	4.80	5.02	5.18	5.29
70	2.87	3.02	3.20	3.42	3.69	4.02	4.39	4.81	5.23	5.61	5.91	6.12
75	2.88	3.03	3.21	3.44	3.73	4.09	4.52	5.05	5.64	6.23	6.76	7.15
80	2.88	3.03	3.22	3.46	3.75	4.13	4.62	5.23	5.98	6.82	7.66	8.36
85	2.88	3.03	3.22	3.46	3.77	4.16	4.67	5.35	6.24	7.32	8.52	9.66
90	2.88	3.04	3.23	3.47	3.77	4.17	4.71	5.42	6.41	7.69	9.25	10.91]

**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
(Continued)**

**FIFTH OPTION - JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN**

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
<b>[35</b>	\$2.74	\$2.81	\$2.87	\$2.92	\$2.96	\$2.99	\$3.01	\$3.02	\$3.04	\$3.04	\$3.05	\$3.05
<b>40</b>	2.78	2.87	2.95	3.02	3.08	3.13	3.17	3.20	3.22	3.23	3.23	3.24
<b>45</b>	2.81	2.92	3.02	3.12	3.22	3.29	3.36	3.40	3.43	3.45	3.47	3.47
<b>50</b>	2.83	2.95	3.08	3.22	3.35	3.46	3.56	3.64	3.70	3.73	3.75	3.76
<b>55</b>	2.85	2.98	3.13	3.29	3.46	3.63	3.78	3.91	4.01	4.07	4.11	4.13
<b>60</b>	2.86	3.00	3.16	3.35	3.56	3.78	4.01	4.21	4.37	4.49	4.56	4.59
<b>65</b>	2.87	3.01	3.19	3.39	3.64	3.91	4.21	4.51	4.78	4.98	5.11	5.18
<b>70</b>	2.87	3.02	3.20	3.42	3.69	4.01	4.38	4.79	5.19	5.53	5.76	5.89
<b>75</b>	2.88	3.03	3.21	3.44	3.72	4.08	4.51	5.01	5.56	6.07	6.46	6.68
<b>80</b>	2.88	3.03	3.22	3.45	3.75	4.12	4.59	5.17	5.85	6.54	7.10	7.46
<b>85</b>	2.88	3.03	3.22	3.46	3.76	4.14	4.63	5.27	6.04	6.88	7.61	8.09
<b>90</b>	2.88	3.03	3.22	3.46	3.76	4.15	4.66	5.32	6.14	7.07	7.92	8.51]

**SIXTH OPTION - PAYMENTS FOR A PERIOD CERTAIN**

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
<b>[10</b>	\$9.39	<b>15</b>	\$6.64	<b>20</b>	\$5.27	<b>25</b>	\$4.46	<b>30</b>	\$3.93]
<b>11</b>	8.64	<b>16</b>	6.30	<b>21</b>	5.08	<b>26</b>	4.34		
<b>12</b>	8.02	<b>17</b>	6.00	<b>22</b>	4.90	<b>27</b>	4.22		
<b>13</b>	7.49	<b>18</b>	5.73	<b>23</b>	4.74	<b>28</b>	4.12		
<b>14</b>	7.03	<b>19</b>	5.49	<b>24</b>	4.60	<b>29</b>	4.02		

**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
Amount of First Monthly Payment For Each \$1,000 Applied**

Fixed dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request.

**FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES**

Age	Monthly Payments Guaranteed			
	None	120	180	240
[35	\$2.97	\$2.97	\$2.96	\$2.95
40	3.15	3.14	3.13	3.12
45	3.36	3.35	3.34	3.31
50	3.64	3.62	3.59	3.55
51	3.70	3.68	3.65	3.60
52	3.77	3.74	3.71	3.66
53	3.84	3.81	3.77	3.72
54	3.91	3.88	3.84	3.77
55	3.99	3.96	3.91	3.83
56	4.07	4.03	3.98	3.90
57	4.16	4.11	4.05	3.96
58	4.25	4.20	4.13	4.03
59	4.35	4.29	4.21	4.09
60	4.45	4.39	4.30	4.16
61	4.56	4.49	4.38	4.23
62	4.68	4.60	4.47	4.30
63	4.81	4.71	4.57	4.36
64	4.94	4.83	4.67	4.44
65	5.08	4.95	4.76	4.51
66	5.24	5.08	4.87	4.58
67	5.40	5.22	4.97	4.64
68	5.58	5.36	5.08	4.71
69	5.76	5.51	5.19	4.77
70	5.96	5.66	5.29	4.83
75	7.20	6.53	5.82	5.07
80	8.98	7.47	6.24	5.21]

**FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY**

Age of First Annuitant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
[35	\$2.74	\$2.80	\$2.84	\$2.88	\$2.91	\$2.93	\$2.94	\$2.95	\$2.96	\$2.96	\$2.97	\$2.97
40	2.80	2.87	2.94	2.99	3.03	3.07	3.09	3.11	3.13	3.13	3.14	3.14
45	2.84	2.94	3.02	3.10	3.18	3.23	3.28	3.30	3.33	3.34	3.35	3.36
50	2.88	2.99	3.10	3.22	3.32	3.41	3.48	3.53	3.57	3.60	3.61	3.63
55	2.91	3.03	3.18	3.32	3.46	3.60	3.72	3.80	3.87	3.92	3.95	3.96
60	2.93	3.07	3.23	3.41	3.60	3.79	3.97	4.12	4.24	4.32	4.38	4.41
65	2.94	3.09	3.28	3.48	3.72	3.97	4.22	4.46	4.66	4.82	4.93	5.00
70	2.95	3.11	3.30	3.53	3.80	4.12	4.46	4.81	5.14	5.42	5.63	5.77
75	2.96	3.13	3.33	3.57	3.87	4.24	4.66	5.14	5.64	6.11	6.50	6.78
80	2.96	3.13	3.34	3.60	3.92	4.32	4.82	5.42	6.11	6.82	7.49	8.03
85	2.97	3.14	3.35	3.61	3.95	4.38	4.93	5.63	6.50	7.49	8.52	9.46
90	2.97	3.14	3.36	3.63	3.96	4.41	5.00	5.77	6.78	8.03	9.46	10.91]

**ANNUITY TABLES FOR  
FIXED PAYMENTS,  
Based on [2.5%] Interest Rate  
(Continued)**

**FIFTH OPTION - JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN**

AGE of First Annui- tant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
<b>[35</b>	\$2.74	\$2.80	\$2.84	\$2.88	\$2.91	\$2.93	\$2.94	\$2.95	\$2.96	\$2.96	\$2.97	\$2.97
<b>40</b>	2.80	2.87	2.94	2.99	3.03	3.07	3.09	3.11	3.13	3.13	3.13	3.14
<b>45</b>	2.84	2.94	3.02	3.10	3.18	3.23	3.28	3.30	3.32	3.34	3.35	3.35
<b>50</b>	2.88	2.99	3.10	3.22	3.32	3.41	3.48	3.53	3.57	3.59	3.61	3.61
<b>55</b>	2.91	3.03	3.18	3.32	3.46	3.60	3.71	3.80	3.87	3.91	3.94	3.95
<b>60</b>	2.93	3.07	3.23	3.41	3.60	3.78	3.96	4.11	4.23	4.31	4.35	4.37
<b>65</b>	2.94	3.09	3.28	3.48	3.71	3.96	4.21	4.45	4.65	4.79	4.87	4.92
<b>70</b>	2.95	3.11	3.30	3.53	3.80	4.11	4.45	4.79	5.10	5.35	5.52	5.61
<b>75</b>	2.96	3.13	3.32	3.57	3.87	4.23	4.65	5.10	5.56	5.96	6.25	6.41
<b>80</b>	2.96	3.13	3.34	3.59	3.91	4.31	4.79	5.35	5.96	6.54	6.99	7.27
<b>85</b>	2.97	3.13	3.35	3.61	3.94	4.35	4.87	5.52	6.25	6.99	7.61	8.01
<b>90</b>	2.97	3.14	3.35	3.61	3.95	4.37	4.92	5.61	6.41	7.27	8.01	8.51]

**SIXTH OPTION - PAYMENTS FOR A PERIOD CERTAIN**

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
<b>[10</b>	\$9.39	<b>15</b>	\$6.64	<b>20</b>	\$5.27	<b>25</b>	\$4.46	<b>30</b>	\$3.93]
<b>11</b>	8.64	<b>16</b>	6.30	<b>21</b>	5.08	<b>26</b>	4.34		
<b>12</b>	8.02	<b>17</b>	6.00	<b>22</b>	4.90	<b>27</b>	4.22		
<b>13</b>	7.49	<b>18</b>	5.73	<b>23</b>	4.74	<b>28</b>	4.12		
<b>14</b>	7.03	<b>19</b>	5.49	<b>24</b>	4.60	<b>29</b>	4.02		

**Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089**



**NONPARTICIPATING**

**INDIVIDUAL SINGLE PREMIUM  
MODIFIED GUARANTEED ANNUITY CONTRACT**



Hartford Life Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

#### CHARITABLE REMAINDER TRUST RIDER

This rider is issued as a part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract as follows:

The second paragraph of the **Surrender Provisions** section is amended by the substitution of the following:

A full or partial surrender made at the end of a Guarantee Period may be subject to a surrender charge as set forth on Page 3. A Market Value Adjustment will not be applied. A request for a surrender at the end of a Guarantee Period must be received, In Writing, during the 30 day period preceding or following the end of such Guarantee Period.

In addition, if the Participant notifies the Company, In Writing, the Company will send the Participant any interest credited but not previously withdrawn. The request may be for any interest credited during the twelve month period prior to the written request or any interest credited since the Contract Issue Date. A withdrawal of interest credited during the twelve month period prior to the request will not be subject to a surrender charge or Market Value Adjustment. A withdrawal of interest, other than that which was earned during the twelve month period prior to the request, will not be subject to a surrender charge, but will be subject to a Market Value Adjustment.

The second sentence of the **Annuity Parameters** section of Page 4 is amended by the substitution of the following:

The Participant may change the Annuity Commencement Date provided the Company is notified, In Writing, 30 days before the proposed Annuity Commencement Date, and the proposed date selected is on or before the Annuitant's 100th birthday.

Signed for **Hartford Life Insurance Company**:

[

Richard G. Costello, *Secretary*

John C. Walters, *President*

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